TWENTY SIXTH ANNUAL REPORT
OF THE
STATE BOARD OF ARBITRATION

1911

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[26th] ANNUAL REPORT

OF THE

STATE BOARD OF CONCILIATION AND ARBITRATION.

FOR THE YEAR ENDING DECEMBER 31, 1911.

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Approved by
The State Board of Publication.

WILLARD HOWLAND, Chairman.
RICHARD P. BARRY.
CHARLES G. WOOD.

BERNARD F. SUPPLE, Secretary,
Room 128 State House, Boston.

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TWENTY-SIXTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The twenty-sixth report of this Board states its principal doings during the year 1911. It is mainly a record of adjustments following a course laid down in standing agreements between parties who prefer an award rather than a resort to hostility. These are the cases that exhibit no strikes, no lockouts, no blacklists, no boycotts. Such agreements exist here in almost all the shoe factories of great output. The Boot and Shoe Workers' Union with its large membership has eliminated within its jurisdiction the harsh expedients that once were deemed necessary to bring grievances into notice. Other organizations, also, have peace agreements, which contemplate the maintenance of friendly relations. The plan of State arbitration is steadily increasing in favor.

The parties who bring their disputes cannot both hope to win in any given case, nor do they seem to be stimulated by vainglory, for even the losers invoke the judgment of the Board again and again, on occasion. The cases all told submit many times their number of items, and any one of these might otherwise become the subject of a difficulty that would paralyze the business of a community for months. To point to the confidence of petitioners for arbitration in the fairness

of the law administered in the name of the people of this Commonwealth, and to the vast amount of arbitration work performed by this Board yearly, is the best response that can be made to those who cavil at a system about which they have not sought to be accurately informed. Such are the persons who do not know that most of the controversies between capital and labor are conducted peacefully to an amicable settlement, and who consequently have no opinion worthy of consideration concerning the victories achieved under the Massachusetts law.

It must not be fancied that the Board is simply a fortunate heir to the fruits of others laboring in the field of peacemaking. The plan of inserting in every settlement a provision for the peaceful adjustment of future differences is one that has been followed from the beginning of the Board's existence, at a time when there were no precedents to guide it. The practice has diminished the number of difficulties that arrest the attention of the public; for the lesson has been so well taught that some industries have no strikes of any moment and no need of a mediator in composing their disputes. The devices of a commercial traveler seeking patronage have never been employed by this Board for the purpose of producing an impression. Trades that are capable of negotiating their own settlements are not hampered with superfluous offers of help. On the other hand, mediation is offered without waiting for the motion of any one whenever it has come to the knowledge of the Board that parties who ought to confer are holding aloof. Each is counseled to respect the prejudices and opinions of the other, plans of negotiation and modes of settlement are

explained, and the example of similar cases is indicated. This practice, which might be detailed at greater length, is called conciliation as distinct from arbitration. Men on strike are not entitled to formal arbitration under the law which this Board administers, for peace and war cannot exist at once between the same parties; yet such men have been induced to return to peaceful relations as a first instalment, and then submit any remaining controversy to an impartial arbiter or to a board of arbitrators; or, better still, to agree with their adversary at once on all matters of common interest and obliterate the cause of the dispute with all its results. Such cases, which are relatively few, are also discussed in the following pages.

Some difficulties in the textile industry in Lawrence and other places have interrupted the preparation of this report. In this State, for the first time in the Board's knowledge, have riot and bloodshed, loss of life and attempted murder, entered into the disputes of capital and labor. The Board's efforts to compose that difficulty were made in the current year, and a statement thereof belongs to the report for 1912. There are, however, some points that deserve attention at the present time. Separate corporations managed from Boston were loth to take any suggested initiative and were unused to co-operating with one another. Resident mill agents did not assume responsibility. Passions had been inflamed which required time to cool. None of the parties would listen to any plan of settlement except upon terms agreeable to himself, and what rendered a speedy meeting of the parties impossible was the hard conditions laid down on one side and the other as prerequisite to a conference.

Each fancied that the mediator was concealing a bias because he showed none. The time required to appease anger, hatred and ill-will was shattered by a rapid succession of startling events, freighted with worse alarms. There were men on the spot who fostered such terror as only experts in that kind of activity can produce. Private influences unknown to the State Board were acting after their own fashion to produce peace; but their efforts were without co-ordination, and had at one important juncture of negotiations a disastrous effect on the Board's plans.

As a sequel to the Lawrence difficulty, there was recently a strike of mill hands at Barre. A committee was endeavoring to negotiate a settlement when the agent of the Board arrived. At the same moment another committee was inciting to riot. The police dispersed the rioters again and again. Firearms were used by the strikers and three policemen were wounded by the shots. The mediation of the Board was offered to both parties with useful advice. A few days passed without further disorder; asperities on both sides were smoothed away by the pacific counsel of Mr. George C. Neal, deputy chief of the Massachusetts district police. On March 19 the deputy sheriff, Mr. Daniel H. Rice, of Barre, deemed that particular day opportune to reconcile the parties and so notified the Board. The Board promptly verified his judgment; but agreement in detail could not be reached until long after midnight. The terms having been committed to writing and a conference in the presence of the Board finally brought about, the agreement was consummated on March 20, 1912, and the strike was declared off. The next day the strikers returned to work.

In the early part of 1911 a strike involving more than 700 men employed in the quarries at Cape Ann was composed by the Board's good offices, as told elsewhere in this report. According to the terms of agreement future disputes are to be adjusted through negotiation without recourse to strikes or lockouts.

It will be seen that a strike of operatives in Ludlow was seriously threatened last May, and this was averted by an agreement induced by the Board.

A milk famine in Boston was threatened by a strike of drivers last September. The Board brought the employer and the workmen into conference and induced them to submit their controversy to arbitration, whereupon the strike was declared off. After peaceful relations had been established several weeks, and mutual attempts to adjust the controversy had failed, the parties requested the Board to hear and determine the dispute. The Board's award is given in the pages which follow.

The number of petitions for arbitration received in the past year is 175. Of these 13 were settled by expressed or tacit agreement. The remaining 162 controversies increased by 4 others which were pending at the beginning of 1911 were decided in 150 awards, similar controversies having been grouped when expedient. These awards are all set forth in the present report, with statements, also, of some of the cases in which the Board acted as conciliator.

On December 21 Mr. Charles G. Wood of New Bedford succeeded the Hon. Harry P. Morse of Haverhill as member of this Board.

REPORTS OF CASES

REPORTS OF CASES.

WATSON SHOE COMPANY — LYNN.

In the early part of 1910 the Watson Shoe Company discontinued the manufacture of certain kinds of goods and thereby diminished the volume of the output. All the lasters, etc., were retained at work by lessening the number of hours required and the giving of an equal share to all; but the work thereafter performed finally demonstrated a new ratio of pullers-over to lasting-machine operators; for in a year it was discovered that two or more employees were superfluous, whereupon the employer dismissed two pullers-over. The employer said that he had a right to do this under an alleged agreement. That there was any agreement on this point the union to which the men belonged made denial, and a strike of 24 lasters ensued on or about January 1, 1911.

The Board offered its services as mediator on the 10th and brought about a conference of parties, which resulted in the following agreement of January 11, 1911, signed by the parties and filed with the Board: —

LYNN, MASS., January 11, 1911.

1. That the lasting room force of the Watson Shoe Company shall not be less than 5 operators, and as many pullers employed nine hours a day as will keep said 5 operators steadily employed.

2. When there is more help put on as the result of more work, and the work drops back so the men are not employed the full nine hours, the firm may let go as many operators and pullers as they deem to be unnecessary, and there shall be no controversy about so doing, down to the aforesaid 5 teams as above set forth.

3. When the work drops down to a point so there is not enough to keep the aforesaid teams steadily employed, the hours of labor shall be shortened to the extent that the men shall not be expected to remain in the factory and wait for their turn of work.

4. The question of high-toed-last prices is to be determined within ten days after the men return to work.

5. The price or prices then determined shall take effect from the date of the week starting December 22, 1910.

6. All hands shall return to work without discrimination on January 11, 1911.

The strikers returned as agreed, and remained at work. About midsummer the workmen notified Mr. Watson that the agreement was "null and void." Mr. Watson so informed the Board and claimed that one party to a contract could not annul it. Whatever the grievance, it was never discussed, and the factory continued in operation.

RANDALL-ADAMS COMPANY — LYNN.

On January 4 the Board mediated between the parties to a controversy in the shoe factory of Randall-Adams Company at Lynn. The controversy involved a strike against the manner of distributing work in the lasting department, and the following reasons were given: two men, father and son, working as one individual, were enabled by specializing to perform more than twice the amount accomplished by individuals at the same bench; their share of a given lot of shoes would be finished first, whereupon they would be given another share, which might be the last of the lot, and in this way they received more work and were nearly always occupied while their bench mates were idle. The strike was not ordered by the organization to which the lasters belonged,

but it was subsequently ratified by the union. The two men, father and son, who were the occasion, were rendered idle, and requested the equity court to enjoin the union from depriving them of a livelihood. There were several conferences of the parties. It appeared on investigation that there was no personal objection to the men who were the occasion of the strike, nor did the court proceedings produce any ill feeling between the employer and the strikers; the only difference was that which related to the distribution of work, and there was some color of truth in the complaint of the men. The employer was willing to correct this now that he knew it, if given an opportunity; he wished to have his work done, but the employees preferred to wait until the court decided. The injunction was granted, but during the writing of this report a higher court reversed the findings of the lower court.

M. N. ARNOLD COMPANY — ABINGTON.

On November 21, 1910, at the request of the employer, the parties to a controversy on vamping in the factory of M. N. Arnold Company at Abington were invited to a conference on the following day. They accordingly met in the presence of the Board. It appeared that the vamping had been done without barring, and on the employer's desire to introduce barring, or at least to have a price established therefor, he made an offer which was the occasion of the dispute. The conference resulted in an agreement to submit the matter to arbitration. It was not, however, until January 3, 1911, that a joint application properly setting forth the matter in dispute was filed. A hearing was assigned to the 26th,

and the parties were notified, but owing to the illness of the employer it was postponed again and again at his request, until on February 26, 1912, the application was placed on file.

ENGEL-CONE SHOE COMPANY — BOSTON.

On January 19 the Engel-Cone Shoe Company, represented by Mr. Engel, and edgesetters, represented by Joseph Belin, submitted a joint application for the arbitration of a dispute relative to prices. Some days elapsed before they could specify the items of work. On the 25th, certain points of controversy having been explained and amplified, the application was filed. A hearing was assigned to the 31st, but when that day arrived the parties notified the Board that the controversy no longer existed.

THOMSON-CROOKER COMPANY — LYNN.

On the 30th and 31st of January the Board investigated a strike of lasters in the shoe factory of Thomson-Crooker Company at Lynn. On February 1 the Board brought the parties into a conference, which resulted in an agreement that was filed with the Board. On the following day all hands returned to work.

J. M. O'DONNELL & CO. — BROCKTON.

A controversy as to price for the building of heels in the shoe factory of J. M. O'Donnell & Co. at Brockton, having many variations, was protracted more than a year before it was brought to the attention of the Board in the form of a

joint application which was filed on February 1, 1911. Before assigning a day for hearing, however, the Board received notice that a settlement had been effected.

F. BRIGHAM & GREGORY COMPANY — HUDSON.

Towards the beginning of February a citizen of Hudson gave notice of a strike of cutters and lasters in the factory of F. Brigham & Gregory Company. The Board put itself in relation with the parties and had separate interviews, in the hope of bringing them together in conference. The employer would not meet the workmen's representatives, but it was believed that some accommodation might be reached if the strikers would select another agent. This was suggested on February 17 to the agent of the union, who immediately offered to take himself out of the situation if by so doing he could assist in a settlement. On the 18th the employees named another representative, a business man of Hudson, Mr. T. J. Keefe, who thereupon, in their behalf, applied in due form to the Board for arbitration. The employer, however, refused to join in the application, saying that Mr. Keefe was not a representative of the work people; neither would the employer enter into a conference with anybody on the subject-matter of the application.

Many of the workmen involved were not familiar with the usages of western civilization, and it was said that their arguments at street corners were enforced by unlawful acts. The employer held the former representative of the workmen, John R. Oldham, responsible for the difficulty, and proceeded against him in a court of equity, with a view to

terminating the strike by an injunction. The injunction was obtained. Soon after this the employer died and the factory was dismantled.

C. M. BRETT COMPANY — HUDSON.

Towards the 1st of February notice of a difficulty in the factory of C. M. Brett Company was received from a citizen of Hudson. Investigation revealed that it was involved in the difficulty at the Brigham factory, as set forth in the foregoing statement, because of an alleged understanding between the managers of the two factories.

The Board interposed at various times and had separate interviews with the parties, and found that while neither was dissatisfied with the other it would be impossible to bring about an agreement until the difficulty in the Brigham factory was settled. On April 13 all hands returned to work and nothing further was heard of any difficulty.

GEORGE G. SNOW COMPANY — BROCKTON.

On February 1 an application of George G. Snow Company and stitchers was filed. The controversy had been pending for several months of the previous year. The following letter was received on February 18, 1911: —

> In reply to your esteemed favor of the 16th inst., will say that at the present time there does not appear to be any controversy in the Snow factory relative to the operations of "doubling and lining vamps," but in case the employer still desires action by the Board I will supply nominations upon request.
>
> Yours respectfully,
>
> F. E. Studley, *Business Agent.*

No further action was taken by the parties in interest.

HUCKINS & TEMPLE — MILFORD.

Mr. Temple, of the firm of Huckins & Temple, shoe manufacturers of Milford, appealed to this Board on February 3 and stated the facts of a difficulty which had culminated in a strike declared by 11 operatives of shoe machinery.

It appeared that a new factory making a higher grade of goods had attracted some of his best workers, and he was obliged to raise wages in order to retain the services of those that were left. He prepared a list of prices, which he submitted to his work people, with a request to give it a trial until the first of July, whereupon differences, if any, would be adjusted mutually, if possible, or otherwise by the help of arbitrators. The plan was accepted at first, and so far as he knew it was satisfactory to all concerned, until the 11 men quit work without notice. Their places had been filled, but the strike, so called, continued so far as it was possible for men not in his employ to interfere with his business.

Since his actual employees were not in controversy with him, any difficulty he might have with men not in his employ was not such an industrial controversy as the statute contemplates, and Mr. Temple was so informed. He withdrew and subsequently entered into relations with the Boot and Shoe Workers' Union. Since then no difficulty has arisen.

E. E. TAYLOR COMPANY — BROCKTON.

On February 9 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and channelers in its employ. (3)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by E. E. Taylor Company at Brockton for channeling.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CONNECTICUT VALLEY STREET RAILWAY COMPANY — NORTHAMPTON.

On February 15 oral notice of a controversy at Northampton between the Connecticut Valley Street Railway Company and its trolley men was received from a citizen of Springfield, and telephone communication was effected with the mayor of Northampton. About 40 motormen and conductors struck on February 16 to emphasize their disapproval of alleged discharges, unjust discrimination, etc.; and on the 18th a notice was received from the mayor. It appeared, however, that local influences were at work with some hope of conciliating the parties; but the attitude of the trolley men afforded little to warrant such a hope. A bill of equity, filed in the superior court at Greenfield by the employer, prayed for an order to restrain the strikers from further coercion, interruption, obstruction, destruction and violent

acts. On March 11, however, the equity proceedings came to an end by reason of an agreement; but the strikers claimed that that did not settle the industrial dispute. Nevertheless, the matter ceased to attract attention. By March 22 all the employees who cared to return had been received in their former places.

THOMSON-CROOKER COMPANY — LYNN.

On February 15 a notice of a strike of cutters in the employ of Thomson-Crooker Company, Lynn, was received from the secretary of the employers' association. The Board mediated and brought about a conference and a settlement on the 2d of March.

EDWIN S. WOODBURY COMPANY — BEVERLY.

On February 18 a list of items of labor involved in a dispute between Edwin S. Woodbury Company and cutters in its employ, was filed with a joint application asking the Board to say what prices were fair for work performed with the aid of a machine. A hearing was assigned to March 7, and the parties were so notified, but it was postponed to the 16th on the request of the parties. At the hearing it was revealed that there was very little difference between the parties that could not be adjusted mutually, and the Board so informed them. They retired to consider the matter, and reported that the suggestion was agreeable to them, but that they would have to continue the conference at the factory. The Board thereupon excused them with a recommendation that they announce the result, if any. On the 23d

the expected notice of settlement was received, and later a letter thanking the Board for its advice. The application was accordingly placed on file.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On February 18 an application was received from J. H. Winchell & Co., Inc., of Haverhill, and lasters, represented by William H. Davis, announcing a controversy as to some ten items of work, which were specified, and praying for an award of prices. Owing to ambiguities in the presentation of the matters, and to partial agreements arrived at from time to time, the controversy towards the end of the year was a different matter, for which the Board requested a new application. On September 14 the Board was informed by the parties that they had come to an agreement. The application was accordingly placed on file.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On February 18 a joint application was received from J. H. Winchell & Co., Inc., and William H. Davis, praying for an award of prices for nailing heels on McKay shoes with the Mayo machine. On February 23 an item relative to inseam-trimming was jointly submitted. Certain ambiguities prevented the filing of the paper and led to a correspondence extending over several months. On July 26 Mr. Davis informed the Board that the heeling controversy had been settled. On September 14 the employer notified the Board that the rest of the controversy had been settled.

TAXI-SERVICE COMPANY — BOSTON.

On February 21 there was a strike of 125 members of the Carriage and Cab Drivers and Chauffeurs' Union, to resist the enforcement of certain rules governing chauffeurs. On the following day 26 carriage and cab drivers came out in sympathy. The Board communicated with both parties and offered its services as mediator, which were accepted. The representatives of the parties were pleased to share their responsibility with the State Board. A conference was had on the 24th, which resulted in an agreement that all hands should return to work, while a committee of two from each side was to determine the issue before nightfall or refer it to the arbitration of this Board.

The men returned to work and submitted the controversy to a board consisting of Messrs. Howard Twombly, Frank H. McCarthy and Edmund Billings. A decision was rendered on the 3d of March, the terms of which were not published. Subsequent inquiries revealed that the relations of employer and employed were harmonious.

AMERICAN WOOLEN COMPANY — LAWRENCE.

On February 23, girls employed at the Ayer mill, Lawrence, as burlers and menders left their work and went out on strike. The following day the Board communicated with the employer, who said that the reason for the strike was unknown to him and he believed it without warrant; none of the 30 then out had conferred with him thus far. Some time before the strike they made known a desire for increased

pay on certain styles. In view of the fact that many mills throughout the country were idle for want of orders, and that Lawrence mills were fortunate in securing orders for the product involved, the employer said it was evident that the girls did not know how thankful they should be. He said that the business was not hampered by the strike, and that the strikers would not maintain a collective opposition since they were unorganized, had no headquarters and no regular spokesman; but if there should be a change he would consult the Board. The girls stated that they were 87 in number; that they had made known their wants to the agent of the mill, but had got no encouragement; they certainly desired more pay and were determined to organize. They took up their headquarters in the Franco-Belgian Hall.

The strikers allied themselves with the Textile Workers' Protective Association, which sent a committee to the employer, but he would not confer, saying that it was a matter between him and the employees of the Ayer mill. A meeting was had on the second day of March, at which the late Matthew Hart of New Bedford presided, and the proposition to call out all the employees of the American Woolen Company at Lawrence engaged as menders, burlers, speckers and perchers, 800 in number, was given out as the result of the meeting. About this time some assaults were made upon people working in the mill, and police protection of person and property was secured. On Friday, March 3, further inquiries were made by the Board, when it was learned that negotiations between the parties were afoot, and in the evening of that day the strikers voted unanimously to return to work on March 6.

CUSHMAN & HÉBERT — HAVERHILL.

An application was received on March 2 from W. H. Davis of Haverhill, invoking the Board's assistance to adjust a controversy in the stitching department of Cushman & Hébert's factory in that city. The list of matters in dispute was a very long one, and it appeared to the Board that no effort at mutual adjustment had been made. A conference of parties in the presence of the Board was thereupon called for March 8 at the State House. The employees were represented by Messrs. W. H. Davis and Frederick E. Studley, the employer by Mr. Hébert. The conference adjourned on motion of Mr. Studley to consider the matter further with other representatives of the employees known as the price-list committee of the Boot and Shoe Workers' Union, consisting of Messrs. Alvin Howes, Frederick E. Studley and Frank M. Bump.

The parties met thereafter from time to time and adjusted many items privately. On July 19 a letter was received from the agent of the employer, saying, "Inasmuch as the price list was signed by the firm and the union and has been posted, I presume that the application for arbitration should be withdrawn. It is mutually agreed that the prices paid under this list shall remain in vogue for six months and automatically continue for another six months unless readjusted within fourteen days from the termination of the contract." No further action was necessary, and the application was placed on file.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On March 3 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in its lasting department. (2)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for lasting shoes on lasts Nos. 29 and 32: —

	Per 12 Pairs.
Pulling-over by machine: —	
Regular work,	$0 10
Patent-leather,	10
Tan and wine,	10
Heel-and-toe lasting, by No. 5 bed machine: —	
Regular work,	32
Patent-leather,	38
Tan and wine,	36

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE F. DANIELS COMPANY — LYNN.

On March 9 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George F. Daniels Company, shoe manufacturers, and employees in its cutting department at Lynn. (4)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the fol-

lowing prices be paid by George F. Daniels Company to employees in said department at Lynn, for work as there performed: —

	Per Pair.
Outside cutting: —	
One-strap sandals,	$0 03
Two-strap sandals, blocked,	02½
Two-strap sandals, straps cut,	03½
Three-strap sandals, blocked,	02½
Three-strap sandals, straps cut,	04
Foxed Oxfords,	03
Point on throat of vamp, extra (by agreement),	00¼

By agreement of the parties this decision shall take effect as of date of December 22, 1910.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL COMPANY — HAVERHILL.

On March 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer, and employees in its lasting department at Haverhill. (7)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball Company to employees in said department at Haverhill, for work as there performed: —

Assembling, per 12 pairs,	$0 10
Picking out lasts, per week of fifty-five hours,	10 00
Pulling lasts, per week of fifty-five hours,	10 50

By agreement of the parties this decision shall take effect as of date of January 17, 1911.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

C. H. ABORN & CO. — LYNN.

On March 15 there was a strike of 30 lasters in the factory of C. H. Aborn & Co. at Lynn, and 10 ironers quit work in sympathy with the lasters. On the same day the Board arranged a conference between the firm and R. M. Osborne, representing the lasters. It appeared that the lasters had been dissatisfied with the wages paid for several items of work upon welt and McKay shoes, as well as the price for work performed on the high-toed last known in that factory as No. 58. This item was all that remained of the controversy at the end of the conference, but the agent was careful to say that what he had agreed to was merely tentative and subject to change by the members of the union. The following offer was taken by him to submit to the strikers: —

Sole-laying, from June 1, 6 cents a dozen.

Pulling-over all calf shoes, same as other factories in our grade where same system is used.

58 last: decision of the State Board of Arbitration, to take effect June 1. Between the time when the men return to work and June 1 C. H. Aborn & Co. agree to pay one-half of the extra award if any is made by the State Board of Arbitration.

Welts.

Ideal operating, fabrics same as patent.

Covers: —

Ideal operating; heavy, ½ cent per pair extra; light, ¼ cent per pair extra.

Assembling, ¼ cent per pair extra.

McKays.

Covers; pulling over, ½ cent per pair; leather boxes, ¼ cent per pair extra.

On the 21st of March an agreement was reached in terms somewhat different from the foregoing, and on the 22d all hands returned to work. The final agreement was so complete that there was no controversy to submit to arbitration.

ROCKPORT GRANITE COMPANY, PIGEON HILL GRANITE COMPANY, T. LEONARD JOHNSON — ROCKPORT; WILLIAM R. CHEVES, W. E. NICKERSON — GLOUCESTER.

The work people employed in the granite industry of Cape Ann are grouped as follows: the Cape Ann branch of the Granite Cutters' International Association, with headquarters in that part of Gloucester called Lanesville; the Paving Cutters' Union No. 52, of Lanesville; the Paving Cutters' Union No. 53, of Rockport; the Quarry Workers' Union No. 86, of Rockport; the Quarry Workers' Union No. 81, of Lanesville; Hoisting & Portable Engineers' Union No. 108, of Rockport.

As the stone workers of Cape Ann and their employers approached the term of their agreement, the workmen began to discuss among themselves the demands that they intended to incorporate in the new agreement. Under the existing agreement three months' notice of a desire to change was required. The agreement ran to March 1, 1911. The granite cutters, then earning $0.38½ an hour and working forty-eight hours a week, desired to reduce the week to forty-five hours by making of Saturday a half holiday, with the price of $0.42 per hour, claiming that greater earnings were required to meet the increased cost of living. The paving cutters considered a long bill of prices covering all kinds

of pavement in vogue in various cities of the United States. The quarrymen, having been paid according to grade, sought an increase of 1½ cents to 2 cents per hour for the best workmen, with corresponding rates of increase for the others.

The demands were made; and replies were received, offering increases which did not satisfy. About February 15 word was received at Cape Ann of a five-year agreement effected by their fellow workmen at Quincy, whereby the wages were raised from 28 to 30 cents an hour. This served to stiffen the attitude of the Cape Ann granite cutters and quarry-workers, but the other lesson taught by the Quincy agreement was ignored; for throughout three months of negotiation, the Quincy controversy involved no offensive action on either side. On February 28 an agreement was reached with the hoisting engineers. Though these were rendered idle by the strike that followed, they were not in any other wise concerned.

On the first day of March 350 quarrymen of different employers and 400 other stone workers, in all 750, quit work and went on strike. A holiday aspect was worn by Cape Ann, without any of the bitterness which characterizes the ordinary strike. The men assembled from time to time in their halls. The mayor of Gloucester, Hon. Isaac Patch, and Mr. Antoine A. Silva of the Gloucester Central Labor Union, interested themselves in the solution of the question. On the 15th the Board was invoked. On the 17th the Board, acting as intermediary, sent its agent from union to union and from workmen to employers with suggestions calculated to secure unanimity of peaceful action. The message of the

Board had to be translated into several languages at the headquarters of the unions, and collective action by the work people was possible only after long debate. The day was thus consumed. The quarrymen, it appeared, were variously graded. They demanded for green men, so called, an increase which would amount to 50 per cent. more than the "open-shop" granite manufacturers were paying on the Cape to men who were working "any number of hours" a day. The increased use of reinforced concrete in building construction had lessened the demand for the kind of granite quarried in that region.

At last a conference was arranged between a joint committee of the Rockport and Lanesville unions and the Rockport Granite Company, but it was found that this committee was not fully empowered to negotiate a settlement. The Board accordingly advised an adjournment to March 21 and recommended that the unions give full power to their agents to negotiate such settlement as appeared good to them. The joint committee favored the advice, and undertook to report it to the unions; and the conference was adjourned.

On the 21st the Board renewed its efforts in conjunction with those of the Hon. Isaac Patch and Antoine A. Silva, and at 2 o'clock in the afternoon the conference was resumed at the office of the Rockport Granite Company, all the employers being present. The workmen's committee announced that it had full powers. The conference lasted twelve hours and was many times upon the point of dissolving, but finally an agreement was reached, which was unanimously ratified the next day. The following is the text of the agreement: —

Rockport, Mass., March 28, 1911.

It is hereby mutually agreed by and between the Cape Ann Branch of Quarry Workers' International Union and the Granite Manufacturers of Cape Ann, Mass., as follows: —

That on and after March 22, 1911, the following agreement shall go into effect and remain in force until March 1, 1916: —

Article 1. — That eight hours shall constitute a day's work.

Article 2. — That all work over eight hours shall be paid for as time and one-half, and Sundays and holidays shall be paid for as double time. Holidays to be observed shall be Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas.

Article 3. — That experienced quarrymen, derrickmen, and air plug drillers shall be paid not less than 25 cents per hour. This article is subject to such change as the conditions of business will warrant on and after March 1, 1913, ninety days' notice being given, and committees from both parties, with full powers, to consider the matter.

Article 4. — That competent men operating steam or air tripod drills shall be paid not less than 27 cents per hour.

Article 5. — That blacksmiths and tool sharpeners shall be advanced 1½ cents per hour. Minimum for blacksmiths 33 cents per hour.

Article 6. — Men shovelling coal in vessel's hold shall be paid not less than 30 cents per hour.

Article 7. — Men attending cranes in stone sheds shall receive not less than 27 cents per hour.

Article 8. — That no unnecessary delay shall occur in men receiving their pay on the regular pay day.

Article 9. — That common laborers shall not come under the jurisdiction of this agreement until after they have been in the employ of the manufacturer for at least three months; after that they shall receive not less than 23 cents per hour.

Article 10. — It is mutually agreed by the parties hereto, that should any disagreement of any kind arise, it shall be settled by and between the employer and employees on the works where the dispute arises. Pending such settlement it is agreed that there shall be no strike, lockout, or suspension of work. The same failing to agree, the dispute to be left to a committee of three, one to be selected by the manufacturer, one by the employees, the third to be selected by the two so appointed, and he must be a disinterested party, the decision of the majority to be final: decision to be rendered within ten days.

Article 11. — Should either party desire a change to take effect March 1, 1916, three months' notice shall be given in writing previous to March 1, 1916, specifying the change desired. If no notice be given then this

agreement shall hold in force for another year, and from year to year thereafter, with notice of change as provided above.

GRANITE MANUFACTURERS OF CAPE ANN, MASS.,

ROCKPORT GRANITE COMPANY,
By HARRY ROGERS, *Assistant Treasurer.*
PIGEON HILL GRANITE COMPANY,
By E. KNOWLTON, *Assistant Treasurer.*
J. LEONARD JOHNSON.
WM. R. CHEVES.
W. E. NICKERSON.

QUARRY WORKERS' INTERNATIONAL UNION, CAPE ANN BRANCH,

FRED W. SUITOR.
WAINO I. CARLSEN.
CHARLES SAVINEN.
IVER MACKEY.
CARL LAURILA.
ANGELO MOALLI.

On the 27th the paving cutters and the stone cutters also resumed work, having entered into a satisfactory agreement with their employers for a term of five years.

A. J. BATES COMPANY — WEBSTER.

On March 30 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between A. J. Bates Company, shoe manufacturer of Webster, and welters. (178)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $0.14 per 12 pairs be paid by A. J. Bates Company for operating welting machine, Model G, the shoes to be wet by the employees.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

On March 30 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and skivers. (6)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2.75 per day of nine hours be paid by George E. Keith Company for upper-leather skiving in Factory No. 1, as specified; and that there be no change in the prices of work as performed in Factories 2, 3, and 7 of said company at Brockton.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. J. GROVER'S SONS — LYNN.

On March 30 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. J. Grover's Sons, shoe manufacturers of Lynn, and cutters. (9)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by J. J. Grover's Sons at Lynn for the items of work performed in the cutting department and specified in the application.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

BUCKMAN & KEAN JAPANNING COMPANY — WOBURN.

On the thirty-first day of March notice of a strike of patent-leather workers was received from a business man of Woburn, and on the following day a like notice was received from the Hon. Hugh D. Murray, mayor of Woburn, carrying out the provisions of the law. He said he did not deem it advisable to begin investigation before Monday, April 3.

The Board interposed on the 4th and had separate interviews with the parties. It appeared that 21 japanners went out on strike about the middle of March, thereby bringing the operations of tacking, daubing and finishing to a standstill. Half of a skin, known as a side, is tacked into a frame, a coat of japan daubed on and it is then finished with two coats of varnish; the frames are piled in an oven or drying room in such a way as to permit the circulation of air between them. The workmen complained that a great deal of naphtha and of fire is used in the process and the danger of explosion from naphtha gas is very great. They said the inhalation of it by workmen was something they never got used to; it produced sickness almost every day of their work, so that the rule was to work early and hard after the night's rest and knock off as soon as eight hours' work was performed. They got to work at seven in the morning, took half an hour for lunch and were not in the factory later than 3 o'clock. The men said that dizziness and several varieties of nervous disturbance were often caused by the fumes of the naphtha. In view of such injury and of the high cost of living the workmen did not deem their wages excessive;

they alleged that the Buckman & Kean workmen were not receiving as good wages as those that were paid in other shops. The strike was further embittered by the belief that the manufacturers had entered an association pledged to destroy trades-unionism, to which all the men in question belonged. Nine strike-breakers had arrived. On April 6 the parties responding to the Board's invitation came to a conference in the presence of the Board at the State House. Mr. Kean represented the employer, and Mr. Roche of New Jersey, at the head of a committee, represented the employees. A full discussion of the difficulty was had. The Board advised that the employees consider the acceptance of 2 cents a side or 4 cents a frame for 30 per cent. of the product, said 30 per cent. to be divided equally among the employees, and to report the results to the Board. The employer accepted the suggestion, but the committee expressed a desire to consult the union. On the 10th it was learned that there had been no agreement of the parties, and the employer expressed a belief that in the existing condition of the business the strike would not do him any harm. The strike soon ceased to attract attention.

GRANITE CUTTERS — BOSTON AND THE VICINITY.

On or about the 1st of April a strike occurred in the granite industry of Boston and the vicinity to enforce a demand for an increase in the wage rate per hour and to obtain the Saturday half holiday. On the 8th an application was received, announcing a controversy between members of the Granite Manufacturers' Association of Boston and the Vi-

cinity and employees in a branch of the industry called cutting, amounting in all to 225 persons. The controversy as stated in the petition was a difference of opinion as to what the wage rate should be per hour for a working day of eight hours and a half holiday on Saturday. The question of wage rate and Saturday half holiday was submitted, and a desire to have the price fixed for a term of five years. This was signed by J. B. Ford. The employees having, however, refused to join in the application and return to work as the law requires in such case, the Board endeavored to reconcile the parties since arbitration was not possible.

After some hesitation on the part of the employees a conference was arranged for the 13th of April. The parties met on the appointed day in the State House, at half-past 2, and conferred until a quarter-past 7, whereupon the conference dissolved without an agreement, the difference being 15 cents per day. On the 17th it appeared on investigation that the parties were as far from agreeing as ever, one of the employers saying that while 15 cents a day was a small thing in itself, it was excessive in addition to the concessions already made.

At a subsequent meeting, however, an agreement was reached whereby the granite cutters were to receive $3.60 per day for two years and $3.65 per day for the three years next following, the agreement to run from April 1, 1911, to April 1, 1916.

CHURCHILL & ALDEN COMPANY — BROCKTON.

On April 3 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and jointers. (8)

The controversy is upon "the compensation for jointing performed upon sample shoes and single pairs under the awards" of this Board "since January 1, 1906," and the question submitted in this application is, "What rate per dozen shall be paid under such awards for the jointing of samples and of single pairs?"

Since January 1, 1906, this Board has made four awards of prices for jointing. The first is dated August 3, 1906. According to the joint submission the price then paid for the work was the same when performed on sample as when performed on Ralston shoes, whether the operation included or did not include the "touching-up of heels." The employees asked for equal prices for both, the employer stated the same price for sample shoes as for Ralston which he considered fair when the heels were touched up, and another price when the heels were not so treated. By each party to the submission sample shoes and Ralston shoes were accorded equal value. The price awarded for each was 10 cents per dozen, the jointing to include knifing after edgetrimming, randing and touching-up of heels; the same operation on other shoes with no touching-up of heels was awarded 6 cents for like quantity. In the second application the employees sought an increase of the 6-cent price. The award of January 21, 1909, was 7 cents for such shoes. In the next application the employees sought an increase of the 7-cent price and the employer asked for a decrease. The Board, on August 24, 1909, awarded "no change in the price paid by Churchill & Alden Company at Brockton for jointing as the work is there performed." In the fourth application there were several matters in dispute and jointing as there performed was included. For that item of work the Board awarded on December 20, 1910, 14 cents per 24 pairs. In the foregoing it will be seen that sample and Ralston shoes were considered on a par, that no decision of this Board since January 1, 1906, has affected their parity. In the second, third and fourth applications above mentioned they were not specified but were all included in the matters submitted, as were single pairs also, which were never mentioned at any time. It appears from the evidence

that jointing as performed in this factory is the same operation, involving the same amount of labor, whether exerted upon a high-grade or a low-grade shoe.

Having considered this application and heard the parties by their duly authorized representatives, reviewed the investigation of the previous cases and the matter then in evidence, which is the subject-matter of this controversy, and considered former decisions since January 1, 1906, the Board decides that the price for jointing in Factory No. 1 of the Churchill & Alden Company at Brockton is 7 cents per dozen pairs for jointing samples, and that the rate for jointing single pairs is likewise 7 cents per dozen pairs.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GARMENT WORKERS — BOSTON.

Nathan Berman called on April 8 and gave notice of a strike at Samuel Sherlip's, Boston, following a request for the discharge of a foreman, and solicited the Board's intervention. The Board communicated with Mr. Sherlip, and was informed that there was no difficulty that he could not control. He declined to enter into a conference with any of the leaders or his recent employees. Some questions of assault between the strikers and the actual workers became the subject of police interference and court proceedings, and the Board took no further action in the matter.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On April 11 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and vampers. (189)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in the vamping department for work as there performed upon women's shoes: —

	Per 12 Pairs.		
	$4 Grade.	$3.50 Grade.	$2.25 Grade or less.
Two-needle machine: —			
Close row, bal and button, . . .	$0 22	$0 21	$0 18
Space row, bal and button, . . .	22	21	18
One-needle machine: —			
Space row, bal and button, . . .	30	28	26
Space row, seamless Blucher with block, ...	47	46	40
Two-needle machine: —			
Close row, seamless Blucher without block, ...	31	29	27
Space row, seamless Blucher without block, ...	31	29	27
One-needle machine: —			
Close row, seamless Blucher without block, ...	42	37	33
Space row, regular Blucher with bar,	25	25	23
Space row, regular Blucher without bar, ...	25	25	20
Two close rows, Blucher with bar, .	32	32	
Two space rows, Blucher drop row with bar, ...	28	28	26
Two-needle machine, close row, fox and C stay, button boot, ...	17	15	13
One-needle machine, close row, fox and C stay, button boot, ...	22½	22	
Two-needle machine, space row, fox and C stay, button boot, ...	17	15	13
One-needle machine, 2 rows, circular vamp, button, bal and Oxford, . . .	24	22	20
Extra for holding in stays in bals (by agreement), ...	01	01	01

When linings are held back, 4 cents per dozen extra shall be paid.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HOAG & WALDEN — LYNN.

Fifteen cutters went out of the Hoag & Walden shoe factory at West Lynn on April 11, because of dissatisfaction with the introduction of a high top, which they said they were required to cut at current rates. They said to the Board that the work required an amount of extra labor which diminished the output per cutter, and should be requited with greater pay. The employer, in response to the Board's inquiries, conceded the principle, but said that he desired to have the question of a fair compensation determined by arbitration. The Board notified the cutters of the firm's desire, and explained that it would be necessary under the law for them to resume their former relations before proceeding to a decision. The cutters were doubtful of the expediency of abandoning a strike once it had begun, and expressed their purpose to deliberate with their executive committee with a view to negotiating an agreement. The Board transmitted this information to the firm. As a result of the cutters' deliberations they sought a conference with the employer before declaring the strike off, and so replied on April 15 to the Board's inquiries. On that day the parties met at the rooms of the Lynn Shoe Manufacturers' Association and effected an agreement whereby they returned to work with arbitration in view. But the adjustment became permanent with the lapse of time, and neither party sought to revive the controversy.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On April 20 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in its finishing department. (183)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department at Brockton for work as there performed: —

	Per 12 Pairs.
Roughing with coarse paper on shank wheel, scouring with first roll, and smoothing with second roll, top-pieces: —	
Of shoes at $2.25 or less to the trade: —	
Iron slugs,	$0 02¾
Circlets,	03
Of $3.50-grade shoes; iron slugs,	03
Of $4.00-grade shoes: —	
Iron slugs,	03½
Brass slugs,	02¾
Single pairs and sample, price and one-half.	

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the finishing department of Factory No. 3. (184)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department of Factory No. 3 at Brockton for work as there performed: —

	Per 12 Pairs.
Rolling, faking and brushing: —	
Foreparts,	$0 03
Shanks and top-pieces and cleaning slugs,	05
Full bottoms and top-pieces and cleaning slugs (black finish),	08
Full bottoms and top-pieces and cleaning slugs (brown finish), not previously gummed,	09
Full bottoms (brown finish), not previously gummed,	07
Top-pieces and cleaning slugs,	02
Blacking shanks, breasts and top-pieces,	02½
Scouring heels, two papers,	03½

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

On April 20 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees. (37)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

Repairing patent-leather tips, $9 per week of 55 hours for persons of average skill and capacity. Persons employed as of less than average skill and capacity and continued in such employment more than four weeks shall thereafter be deemed to be persons of average skill and capacity.

Cleaning shoes on power brush, $9 per week of 55 hours.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On April 20 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and employees in the making department. (10)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by L. Q. White Shoe Company to employees in said department for work as there performed: —

	Per 24 Pairs.
Beating welts: regular work, sample, no change.	
Tacking shanks: regular work, sample, no change.	
Filling bottoms and cementing welts: —	
Regular work,	$0 06
Sample, price and one-half.	
Trimming seams: —	
Regular work,	08
Sample, price and one-half.	
Leveling: —	
Regular work,	06
Sample, price and one-half.	
Pricking stitches: —	
Regular work,	06
Sample, price and one-half.	

By the Board,
BERNARD F. SUPPLE, *Secretary.*

WILLIAM PORTER & SON, INC. — LYNN.

On April 20 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between William Porter & Son, Inc., shoe manufacturer of Lynn, and employees in the stitching department. (11)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by William Porter & Son, Inc., to employees in said department for work as there performed: —

	Per 36 Pairs.
Cylinder vamping: —	
Close row,	$0 70
Perforated button, 2-needle, space,	78
Backstay stitching: —	
Regular short,	16
Regular Oxford,	16
Oxford stay as per pattern,	16
English backstay,	20
Tip stitching, plain tips,	10

By the Board,
BERNARD F. SUPPLE, *Secretary.*

COLUMBIA SKIRT COMPANY — BOSTON.

It appeared on investigation that 80 cloak and skirt makers, employed in the cutting department of the Columbia Skirt Company of Boston, went out on strike on March 23. They had begun negotiations for an agreement with a prospect of perfect harmony until the question of the employer's right to hire and discharge became the occasion of a fresh dispute. The Board effected communication with both par-

ties and arranged for a conference on the following day. The conference was had and an agreement was reached, committed to writing and signed.

A. G. WALTON SHOE COMPANY — CHELSEA.

On March 31, 150 employees in the stitching department of the Walton shoe factory at Chelsea left work and organized a strike. The Board interposed and advised the parties of the peaceful method of composing industrial difficulties under the laws of this State. The strikers, who were of different nationalities, responding through the officers of the United Shoe Workers of America, expressed a desire to negotiate a settlement.

The introduction of certain shop rules, and the discharge of 15 men who had formed a union within the factory, appeared to be the occasion of the strike, and after quitting work it was further alleged that the pay was inadequate. The employer was willing to take the strikers back without discrimination under the rules of employment, but he was unwilling to enter into negotiations for the reason that he asked no concessions and would not modify the rules. By personal appeal to those who sought or had employment in the factory, the strikers increased their number at one time to 400, but many of these obtained employment elsewhere or returned to work with the 1,000 who had refused to quit. After several weeks of demonstration the interest of the strikers began to wane and the strike passed from notice.

COUNTER FACTORIES — HAVERHILL.

Four hundred molders of leather, skivers, etc., quit work on May 1 in 20 of the shoe-counter factories at Haverhill and struck for larger pay and more half holidays. The workmen were not organized. The Board interposed with a view to bringing the parties into a conference, but before the strikers could resort to collective action so many had sought employment elsewhere or returned to their former work that the strike soon spent its force.

WILLIAM PORTER & SON, INC. — LYNN.

On May 4 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between William Porter & Son, Inc., shoe manufacturer of Lynn, and employees in the lasting department. (13)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that ¼ of a cent extra per pair be paid by William Porter & Son, Inc., for operating the Consolidated Hand-method machine on lasts numbered 66 and 128.

By agreement of the parties this decision shall take effect from December 27, 1910, as to last No. 66; from February 10, 1911, as to last No. 128.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On May 12 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in the sole-leather department at Brockton. (30)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company at Brockton for work as there performed: —

	Per Day of 9 Hours.
Cutting outsoles, ...	$3 00
Cutting insoles, ...	2 60

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in the finishing department of Factory No. 3 at Brockton. (22)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 2 cents per 12 pairs be paid by Churchill & Alden Company in Factory No. 3 at Brockton for scouring top-pieces with brass slugs as there performed.

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in Factory No. 1 at Brockton. (34)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company in Factory No. 1 at Brockton for work as there performed: —

	Per 24 Pairs.
Separating stitches: —	
Yellow-tagged shoes (by agreement), ...	$0 10
Salmon-tagged, green-tagged and pink-tagged shoes, . .	08

By the Board,
BERNARD F. SUPPLE, *Secretary.*

HOWARD & FOSTER COMPANY — BROCKTON.

On May 12 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Howard & Foster Company, shoe manufacturer, and employees in the finishing department at Brockton. (27)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by Howard & Foster Company at Brockton for gumming bottoms and polishing bottoms, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between Howard & Foster Company, shoe manufacturer, and employees in the sole-leather department at Brockton. (31)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Howard & Foster Company at Brockton for work as there performed: —

	Per Day of 9 Hours.
Cutting outsoles, ...	$3 00
Cutting insoles, ...	2 60

By the Board,
BERNARD F. SUPPLE, *Secretary.*

KELLY-BUCKLEY COMPANY — BROCKTON.

On May 12 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Kelly-Buckley Company, shoe manufacturer, and employees in its finishing department at Brockton. (17)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 2½ cents per 12 pairs be paid by Kelly-Buckley Company at Brockton for scouring top-pieces with iron slugs as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

PRESTON B. KEITH SHOE COMPANY — BROCKTON.

On May 12 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Preston B. Keith Shoe Company, shoe manufacturer, and employees in its finishing department at Brockton. (18)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 3 cents per 12 pairs be paid by Preston B. Keith Shoe Company at Brockton for scouring top-pieces with iron slugs as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CONDON BROTHERS & CO. — BROCKTON.

On May 12 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Condon Brothers & Co., shoe manufacturers, and employees in their finishing department at Brockton. (14)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 6½ cents per 12 pairs be paid by Condon Brothers & Co., at Brockton for scouring bottoms, pinwheel and naumkeag attached, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE H. SNOW COMPANY — BROCKTON.

On May 12 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between George H. Snow Company, shoe manufacturer, and employees in the finishing department of Factory No. 3 at Brockton. (21)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 2 cents per 12 pairs be paid by George H. Snow Company in Factory No. 3 at Brockton for scouring top-pieces with brass slugs as there performed.

In the matter of the joint application for arbitration of a controversy between George H. Snow Company, shoe manufacturer, and employees in the sole-leather department at Brockton. (32)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George H. Snow Company to employees in said department at Brockton, for work as there performed: —

	Per Day of 9 Hours.
Cutting outsoles,	$3 00
Cutting insoles,	2 60

By the Board,
BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY COMPANY — BROCKTON.

On May 12 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer, and employees in the finishing department of Factory No. 3 at Brockton. (19)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 2 cents per 12 pairs be paid by T. D. Barry Company in Factory No. 3 at Brockton for scouring top-pieces with brass slugs as there performed.

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer, and employees in the sole-leather department at Brockton. (28)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by T. D. Barry Company at Brockton, for work as there performed: —

	Per Day of 9 Hours.
Cutting outsoles,	$3 00
Sorting outsoles,	2 75
Cutting insoles,	2 60
Rounding insoles,	2 50
Skiving outsoles,	2 25

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On May 12 the following decision was rendered: —

In the matter of the joint applications for arbitration of a controversy between W. L. Douglas Shoe Company, manufacturer, and employees in the heeling department of Factory No. 3 at Brockton. (25, 26)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company in Factory No. 3 at Brockton for work as there performed: —

	Per 12 Pairs.
Heeling (heels not to be glued),	$0 06
Slugging,	03
Breasting (heels not to be glued),	02
Shaving,	04½

By agreement of the parties the award as to shaving shall take effect as of date of January 1, 1910.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

J. M. O'DONNELL & CO. — BROCKTON.

On May 12 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers, and employees in their finishing department at Brockton. (15)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 7 cents per 12 pairs be paid by J. M. O'Donnell & Co. at Brockton for scouring bottoms, pinwheel and naumkeag attached, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers, and employees in their finishing department at Brockton. (16)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 2½ cents per 12 pairs be paid by J. M. O'Donnell & Co. at Brockton for scouring top-pieces with iron slugs as there performed.

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers, and employees in the sole-leather department at Brockton. (33)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. M. O'Donnell & Co. to employees in said department at Brockton for work as there performed: —

	Per Day of 9 Hours.
Cutting outsoles,	$3 00
Cutting insoles,	2 60

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers, and employees in their heeling department at Brockton. (24)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. M. O'Donnell & Co. at Brockton for work as there performed: —

	Per 12 Pairs.
Heeling,	$0 07½
Shaving,	05
Breasting,	02½

By the Board,
BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

On May 12 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer, and employees in the finishing department of Factory No. 3 at Brockton. (20)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 2 cents per 12 pairs be paid by M. A. Packard Company in Factory No. 3 at Brockton for scouring top-pieces with brass slugs as there performed.

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer, and employees in factories Nos. 1 and 2 at Brockton. (36)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by M. A. Packard Company in factories Nos. 1 and 2 at Brockton for lining or putting in heel pods, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer, and employees in factories Nos. 1 and 2 at Brockton. (35)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by M. A. Packard Company in factories Nos. 1 and 2 at Brockton for repairing patent-leather tips and sides, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer, and employees in the sole-leather department at Brockton. (29)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by M. A. Packard Company at Brockton for work as there performed: —

	Per Day of 9 Hours.
Cutting outsoles, ...	$3 00
Cutting insoles, ...	2 60

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

On May 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer, and match-markers in its employ at Brockton. (40)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that inexperienced help employed to perform the operation of matchmarking by machine shall be paid $1 per day for the first month, $1.25 per day for the second month, and $1.50 per day for the next two months, and shall then be deemed to be persons of average skill and capacity. Persons of average skill and capacity shall be paid $1.75 per day.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HOAG & WALDEN, INC. — LYNN.

On May 16 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Hoag & Walden, Inc., shoe manufacturer, and employees in the lasting department at Lynn. (55)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that ¼ of a cent per pair extra be paid by Hoag & Walden, Inc., at Lynn for operating the pulling-over machine on lasts No. 52 and No. 53, as the work is there performed.

By agreement of the parties this decision shall take effect as of date of May 18, 1911.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

L. S. STARRETT COMPANY — ATHOL.

On Friday, May 5, the foreman of the steel-tape department of the L. S. Starrett Company's tool factory at Athol discharged a workman who was then a member of the machinists' union. That night the union voted a strike unless the man was reinstated, and on the following day sent a committee to the officers of the company to announce the vote and demand his reinstatement. The clerk of the corporation and the superintendent received the committee on Saturday, May 6, and said that the answer to a demand of that nature was reserved to the president of the company, who was then out of town. The union would not wait for the president's return on Monday, the 8th.

A strike was thereupon declared and 392 men left work on the 6th and remained out on strike for more than a week, thereby losing more than $5,000 in wages. On May 13 employer and workmen signed a joint application to this Board, submitting the question, "Was the company justified in the discharge of E. Cherbonneau?" But the law of arbitration requires a return to work pending an award; accordingly, advised thereto by this Board, the strikers returned on May 15, and after due notice the Board went to Athol and gave a hearing on May 18.

The members of the machinists' union in that place contended that the discharge was due to the workman's zeal in union affairs. The employer denied it, saying that he had had no objection to the union but, on the contrary, had entered into an agreement with the union on representations that it would render him immune against sudden strikes. He al-

leged a totally different reason for the man's discharge. Witnesses were heard in support of these contentions.

On May 23 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between The L. S. Starrett Company and machinists in its employ at Athol. (65)

Having considered said application and heard the parties by their duly authorized representatives, it is the decision of the Board that the said company was justified in the discharge of the employee, E. Cherbonneau.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

Subsequently, when the agreement with the machinists' union expired, the company declined to renew it.

A. E. LITTLE & CO. — LYNN.

Seventy pullers and operators struck in the factory of A. E. Little & Co., at Lynn, on April 5 for an increase in pay for machine lasting of high-toed shoes. Mr. Little was traveling at the time, and the workmen refused to await his return. The other departments continued at work.

The Board mediated between the parties on the return of Mr. Little, but the day of reconciliation was past. The workmen, he said, would neither abate their demands nor submit them to the determination of any fair tribunal. About 1,000 people were left without work for several weeks while the factory remained inactive. On May 19 a conference of parties was held. It was stated that half the number of strikers had obtained employment elsewhere and received the desired pay for work performed with the high-

toed last. On the 23d, confiding in Mr. Little's assurances, they declared the strike off, and work was resumed on the following day, with the understanding that any differences not susceptible of mutual adjustment would be submitted to arbitrators.

KINGSTON MANUFACTURING COMPANY — BOSTON.

On May 10, 38 girls, resisting alleged reductions in the pay of the Kingston Manufacturing Company for work performed on children's garments, went out on strike and sent two officers of the garment workers' union to solicit the mediation of this Board to compose the difficulty. The representatives of both parties appeared on the 11th before the Board, in response to invitation, and conferred with a view to an agreement. The employees demanded a restoration of the former rates of pay, the reinstatement of all the strikers who might choose to return, improvement of sanitary conditions and the free use of towels and needles. After a long discussion, all points were agreed to except that the employer refused to reinstate two girls with whom he was not pleased. The conference, however, was closed in the belief that the strike would be declared off. On May 12 the strikers returned to work, but learning that two of them were not to be restored the strike was renewed.

Picketing was resorted to for the purpose of preventing strangers from taking the places of strikers. Mrs. Clark, president of the Boston Women's Trade Union League, and Miss Hutchinson, professor of economics, gave their services to the strikers at this juncture, and Leone Mucci, Esq., counseled the garment workers in the law. The secretary of said league, Miss Gillespie, its organizer, Miss Passoff, and

Harry Dubinsky, vice-president of Garment Workers' International Union, lent their assistance; and the factory was reduced to idleness.

On June 1 Mr. Harry Abrahams requested the Board to renew its mediation. The parties, being interviewed, expressed their willingness to leave the points of dispute to the arbitration of this Board, and for such purpose signed what purported to be a joint application. Neither party, however, would agree to the other's statement of the controversy or to submit to the Board the question as framed by the other side. The Board had many separate interviews with each of the parties, but a joint statement of the matters to be decided could not be obtained. The employer insisted that the Board was in possession of sufficient grounds for stating which party was right and which was wrong. He demanded a decision. The Board informed him that the parties had not agreed upon an issue, owing to the fact that grievances, real or fancied, arising from hostile relations, had been injected into the original controversy, whatever that might be; that before any arbitration could be had a perfected statement of the matters in dispute must be made by the parties, who must also resume their former relation of employer and employed as the law provides; that the work girls involved were willing to return to work pending the drafting of a question to be decided, and that it remained for him to consent to their return. He submitted a list of 22 workwomen whom he was willing to receive into their former places, and again a list of 26. Both of these lists excluded a group of girls, 4 in number, who, the strikers declared, should not be sacrificed. Two of the 4, like 12 others, had obtained employment elsewhere, but the strikers declared that the 4

must be given the option of returning. Subsequently the employer limited his objection to two work-women whom he named, and the strikers expressed a willingness to return in any number, no matter how small, if only it included these two. This offer was refused. The strikers then offered to declare the strike off if he would take one of the two, whichever he pleased, but this was refused also. The strikers gradually relaxed their efforts, some of them returned, new hands were hired, the contest waned and finally disappeared in June, and the application was placed on file.

NEW ENGLAND CLOAK AND SUIT COMPANY — BOSTON.

On May 27 Mr. Dubinsky, organizer of the Garment Workers' International Union, called and announced an agreement between the New England Cloak and Suit Company and its operatives to refer certain differences to the arbitration of a local board, to be established in the manner provided by law, and desired advice on certain points. The Board explained the matter at length. The local board, however, never filed its award with the State Board as the law directs.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On June 1 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and Goodyear welters in Factory No. 3. (38)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by W. L. Douglas Shoe Company at Brockton for Goodyear welting men's shoes in Factory No. 3, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and Goodyear welters in Factory No. 2 and Factory No. 3. (39)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by W. L. Douglas Shoe Company at Brockton for Goodyear welting women's shoes in Factory No. 2 ($3.50 grade) and in Factory No. 3 ($2.50 and $3 grades), as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

C. J. O'KEEFE & CO. — HAVERHILL.

On June 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between C. J. O'Keefe & Co., shoe manufacturers of Haverhill, and employees in their edgemaking department. (64)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by C. J. O'Keefe & Co. at Haverhill for edgetrimming, edgesetting and randing, as the work is there performed, except that little gents' shoes shall be classed the same as youths'.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On June 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and solefasteners in its employ. (54)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by L. Q. White Shoe Company at Bridgewater for Goodyear stitching and welting, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

The following decision was rendered on June 1: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer, and employees in the cutting department at Haverhill. (23)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., to employees in said department at Haverhill for work as there performed: —

CUTTING OUTSIDES BY HAND FROM SIDE LEATHER.

Waterproof grain and kangaroo grain (by agreement), regular side-leather prices.

Satin (by agreement), $0.03 a dozen less than regular side-leather prices (as per award of May 14, 1909).

B. B. kid, no change.

All other side leathers, the same price as skins.

	Per 12 Pairs.
Stag vamp, button Oxford,	$0 25
Stag vamp, foxed button Oxford: —	
Vamp, tip and foxing,	21
Top,	12
Whole,	33
Circular L-foxed, 6 or 7 button boot: —	
Vamp,	10
Tip,	03
Foxing,	07
Top,	10
Fly,	04
Whole,	34
Square vamp, foxed button boot: —	
Vamp,	11
Tip,	03
Foxing,	07
Top,	09
Fly,	04
Whole,	34
No. 25 wing tip, right and left,	09
No. 31 tip, right and left,	06
Crimping Blucher vamps,	04
Crimping Congress fronts,	07
Cutting shoes on new system, no change.	
Outside cutters and sorters, by hand, no change.	
	Per Hour.
Outside cutters, by machine,	$0 36
Top cutters, by hand, no change.	
Top cutters, by machine,	31
Trimming cutters, by hand, no change.	
Cloth lining cutters, no change.	
Crimping Congress fronts or vamps,	28

By agreement of the parties this decision shall take effect as of date of January 6, 1911.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

THE G. W. HERRICK SHOE COMPANY — LYNN.

There was an application at the beginning of the year which had been pending for several months, defective in submission and the subject of many communications. The employer was the G. W. Herrick Shoe Company of Lynn and the employees were tip repairers represented by John D. Dullea. The employees demanded a change of wages from $9 a week (55 hours) to 19 cents an hour, equivalent to an increase of $1.45 a week, or 16⅔ per cent.; and the employer controverted the demand. The petition called for investigation of prices in vogue and of labor performed but nominated no persons skilled in that branch of work, as required, and named no factories where shoes of equal grade were manufactured, though requested to do so.

The Board was loth to renew by inquiry a controversy that seemed to have been forgotten by the parties in interest, and accordingly placed the application on file.

E. E. TAYLOR COMPANY — BROCKTON.

On June 8 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and employees. (63)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $1.75 per day of 9 hours be paid by E. E. Taylor Company at Brockton for brushing heels and edges, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and patent-leather repairers. (62)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices per day of 9 hours be paid by E. E. Taylor Company at Brockton for patent-leather repairing, as the work is there performed: tips, $1.50; sides, $1.75.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL COMPANY — HAVERHILL.

On June 8 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Shoe Company, shoe manufacturer of Haverhill and employees in the making department. (71)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball Company at Haverhill for work as there performed: —

	Per 12 Pairs.
Beating-out, ...	$0 04½
Beating-out, samples, no change.	
Beating-out, Goodyear, stitched-aloft (by agreement), . .	03
Brushing edges, no change.	

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer of Haverhill, and employees in the making department. (70)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by W. & V. O. Kimball at Haverhill for breasting, heel-scouring (two papers) and pounding down, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

SHOP CARPENTERS — HOLYOKE.

Strikes of shop carpenters were declared on May 1, when 133 hands, all told, left the employ of Caspar Ranger, Merrick Lumber Company and the Ely Lumber Company. The purpose was to reduce the number of work hours per week throughout the year from 54 to 50 without reduction of pay, a demand which would increase the labor cost of shop carpentry 8 per cent. The Board endeavored to arrange a conference on plans of agreement and communicated with both parties. The employers expressed a willingness to grant the demand for four months, maintaining this attitude till far into June, and refused to meet the strikers or their representative. Threats to extend the strike to house-building operations carried on by any of the firms involved were with difficulty held in check through the Board's advice. On May 26 the mayor of Holyoke invited the Board to his office to consult with clergymen of various denominations relative to

the strike situation. The clergymen were of the opinion that the strike should be declared off, telephoned for Messrs. Kimball and Kreuter, the strikers' agents, who came to the meeting and were so informed. Messrs. Kimball and Kreuter expressed a contrary view and the meeting dissolved.

The strike was prolonged for several days after, when a compromise was effected. On June 10 Mr. C. N. Kimball notified the Board that all the strikers were to be received into their former employment, and that the 50-hour week was conceded for 19 weeks of the year.

CARPENTERS — WESTFIELD.

On the first day of May, 65 house-building carpenters in Westfield went on strike for a 44-hour week at 41 cents an hour, instead of the 48-hour week at 37½ cents an hour, previously in vogue. The Board brought the masters and men into conference on May 13. The master builders were opposed to the demand, alleging as a reason that the opinion of the community was against it. Several compromise propositions were suggested, but the conference adjourned without agreement; however, an improved attitude of friendliness was observed. On May 25 another conference was held in the presence of the Board at Westfield. After a long debate it was apparent that the differences had been reduced to a minimum. The second conference dissolved at a late hour of the night with a settlement in sight. The sequel is told in the following statement, dated June 12 and signed by one of the employers: —

The committee of the Board of Trade went before the union on May 30, 1911. The union rejected all proposals offered by the Board of Trade. Master builders accepted proposals tendered by the Board of Trade. Result: no settlement.

Friday, June 2, a conference was held between the master builders and representatives from the carpenters' union, at which a settlement was reached.

The terms of this settlement, we agreed, to remain private and not to be made public.

We feel that your services were of material assistance to us in bringing about this arrangement, as we practically settled on the basis suggested at the last conference at which you were present, and we believe that much credit should be accorded to you for your efforts to promote this settlement. We trust, therefore, that you will not feel that the time which you spent with us here was in any sense wasted.

We are sorry that you could not have been present at the final settlement.

The employees concurred in the statement of the employer and expressed their thanks for the Board's mediation. There was a gradual lessening of the number of hours per week at an agreed-upon rate per hour, with a prospect of a higher rate, to go into effect for two years after a stated time.

CARPENTERS — SPRINGFIELD.

The strike difficulty in Holyoke and Westfield affected the carpentry industry in Springfield. There was a determination on the part of Springfield workmen to support the strikes in those places, and, on notice from their fellow craftsmen, to quit work on any building under construction by any of the firms involved. The Board brought representative workmen of these three places together and gave such

advice as was calculated to induce them to follow peaceful methods of adjustment. The Springfield carpenters favored an application to this Board and a return to work pending arbitration. The representatives of Holyoke and Westfield carpenters, in view of actual strikes in those places, expressed a belief that efforts to reconcile the parties would be more efficacious in procuring a settlement. The attitude of the Holyoke employers had caused a series of small strikes of carpenters engaged in house building, not general but spreading from one building to another. The Springfield people were simply waiting for any adjustment at Holyoke, and were resolved to accept whatever terms might be agreed upon in Holyoke. The Holyoke strike was ended through a compromise; the Springfield controversy accordingly disappeared.

LEWIS A. CROSSETT, INC. — ABINGTON.

On June 15 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and welt-cementers in Factory No. 1. (56)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following price be paid by Lewis A. Crossett, Inc., in Factory No. 1 at Abington, for work as there performed: —

Cementing welts (for work done by machine), per day of 9 hours, $1 75

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and employees in the heel-building department. (57)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., at Abington, to employees in said department for work as there performed: —

Building Heels. [Cents per 100 Pairs.]

Height of heels, . . .	3/8	4/8	5/8	6/8	7/8	8/8	9/8	10/8	11/8	12/8	13/8
Sole-leather heel, lifts of one size, ...	30	30	35	35	40	45	50	55	60	65	70
Sole-leather heel, lifts of various sizes. Cuban and city,	–	–	45	45	45	45	50	55	60	65	70
Skiving base built with sole leather: —											
2/8 base, lifts of one size, .	22½	22½	22½	22½	27½	32½	37½	42½	47½	52½	57½
2/8 base, lifts of various sizes,	27½	27½	27½	27½	27½	32½	37½	42½	47½	52½	57½
3/8 base, lifts of various sizes,	–	–	27½	27½	27½	32½	–	–	–	–	–
4/8 base, lifts of various sizes,	–	–	–	27½	27½	32½	37½	42½	47½	52½	57½

Wedge lifts, extra, per 100 pairs (by agreement), . . . $0 05
Day price, no change.

By the Board,
Bernard F. Supple, *Secretary.*

J. L. WALKER & CO. — LYNN.

On June 20, 48 turnworkmen in the factory of J. L. Walker & Co., of Lynn, struck to secure an increase of wages. The employer invoked the Board's mediation on the 23d. It appeared that interviews between the firm and the turnworkmen's agent had not been correctly reported to the

employees, if at all, and that while negotiations were pending the former agent had been superseded in office by Mr. John Bowen. Mr. Walker believed that a correct statement of his attitude could not fail to result in an agreement.

On the 23d Mr. Bowen also met the Board in response to invitation, and an appointment was made for a conference of the parties at the factory on the following day, which was Saturday.

On the 24th the conference resulted in an agreement, and the men returned to work on the following Monday.

J. L. WALKER & CO. — LYNN.

There were, at the time of the turnworkmen's strike, controversies culminating in strike in other departments. The Board offered to mediate, but the employer, believing that his rights had been assailed, would not consent to negotiating a settlement. He applied for an injunction against the strikers, but the court after hearing both parties dismissed the petition.

HARNEY BROTHERS COMPANY — LYNN.

The heeling department of the shoe factory of Harney Brothers Company at Lynn was the scene of a strike last June. At the instance of the employer the Board interposed as mediator on Friday, the 23d, and brought the parties together for agreement on the following Monday. When the conference adjourned there was but one item of a list of operations which the strikers' committee desired further time to consider. The strike was declared off and the men re-

turned to work on June 28, with a purpose to submit the price of heel-shaving to arbitration. The parties thereafter maintained friendly relations; but a slight difference arose during the fourth week of their return. The employer desired to submit another question as well, one which related to the price for McKay nailing. The men claimed that the agreement which terminated the strike included that item, and both parties appealed to Mr. Barry of this Board and Mr. George B. Grant of the Lynn Board of Trade as witnesses thereto. The men's claim was confirmed, the employer accepted their judgment, and nothing remained for adjustment but the question of heel-shaving. This question, however, in the course of time was adjusted mutually.

SHOE MANUFACTURERS — BROCKTON.

On July 6 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company and treers in Factory No. 1 at Brockton. (41)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 30 cents per hour be paid by W. L. Douglas Shoe Company to treers in Factory No. 1 at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer, and treers in factories Nos. 2 and 3 at Brockton. (42)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by George E. Keith Company to treers in factories Nos. 2 and 3 at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between Preston B. Keith Shoe Company and treers in its employ at Brockton. (43)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 30 cents per hour be paid by Preston B. Keith Shoe Company to treers in its employ at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer, and treers in Factory No. 3 at Brockton. (44)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by M. A. Packard Company to treers in Factory No. 3 at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer, and treers in Factory No. 2 at Brockton. (45)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by T. D. Barry Company to treers in Factory No. 2 at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between Howard & Foster Company, shoe manufacturer, and treers in its employ at Brockton. (46)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 30 cents per hour be paid by Howard & Foster Company to treers in its employ at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between Whitman & Keith Company, shoe manufacturer, and treers in its employ at Brockton. (47)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by Whitman & Keith Company to treers in its employ at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between C. S. Marshall Company, shoe manufacturer, and treers in its employ at Brockton. (48)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by C. S. Marshall Company to treers in its employ at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between Charles A. Eaton Company, shoe manufacturer, and treers in its employ at Brockton. (49)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by Charles A. Eaton Company to treers in its employ at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and treers in Factory No. 1 at Brockton. (50)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by Churchill & Alden Company to treers in Factory No. 1 at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer, and treers in its employ at Brockton. (51)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by E. E. Taylor Company to treers in its employ at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between Condon Brothers & Co., shoe manufacturers, and treers in their employ at Brockton. (52)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by Condon Brothers & Co. to treers in its employ at Brockton for work as there performed.

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers, and treers in their employ at Brockton. (53)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 28 cents per hour be paid by J. M. O'Donnell & Co. to treers in its employ at Brockton for work as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

The following decision was rendered on July 11: —

In the matter of the joint application for arbitration of a controversy in Factory No. 1, Factory No. 2 and Factory No. 3 at Brockton. (68)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 2 cents per 12 pairs extra over regular vamping be paid by George E. Keith Company for V-vamping in Factory No. 1, Factory No. 2 and Factory No. 3 at Brockton, as the work is there performed.

By agreement of the parties this decision shall take effect from the date when this style of vamping was introduced.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY COMPANY — BROCKTON.

On July 11 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and employees in the cutting department. (73)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by T. D. Barry Company in its cutting department at Brockton for work as there performed: —

	Per Day of 9 Hours.
Putting up and tying up work: —	
First 3 months,	$1 25
Second 3 months,	1 50
After 6 months,	1 75

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE H. SNOW COMPANY — BROCKTON.

The following decision was rendered on July 11: —

In the matter of the joint application for arbitration of a controversy between George H. Snow Company, shoe manufacturer, and finishers in its Factory No. 3 at Brockton. (60)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by George H. Snow Company for scouring heels (two papers) of shoes selling to the trade at $2.25 per pair or less.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On July 11 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and finishers in its Factory No. 3 at Brockton. (59)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Churchill & Alden Company for scouring heels (two papers) of shoes selling to the trade at $2.25 per pair or less.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

On July 11 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer, and finishers in its Factory No. 3 at Brockton. (58)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by M. A. Packard Company for scouring heels (two papers) of shoes selling to the trade at $2.25 per pair or less.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On July 11 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer, and jointers in Factory No. 1 at Abington. (66)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2.50 per day be paid by Lewis A. Crossett, Inc., in Factory No. 1 at Abington to jointers of average skill and capacity; and that a person who has been employed at the work for the term of three months shall be deemed of average skill and capacity.

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer, and inseam-trimmers in Factory No. 1 at Abington. (67)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., in Factory No. 1 at Abington for work as there performed: —

	Per 12 Pairs.
Pulling insole tacks,	$0 02
Pulling side tacks and toe wires,	02½
Butting welts,	01½
Driving one tack in butt of welt,	01
Trimming seams by machine (by agreement),	03½

By agreement of the parties this decision shall take effect as of date of April 3, 1911.

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer, and inseam-trimmers in Factory No. 2 at Abington. (69)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., in Factory No. 2 at Abington for work as there performed: —

	Per 12 Pairs.
Pulling insole tacks,	$0 02
Pulling side tacks and toe wires,	02½
Butting welts,	01½
Trimming seams by machine,	03¼

By agreement of the parties this decision shall take effect as of date of April 3, 1911.

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., shoe manufacturer, and employees in the treeing department of Factory No. 1 at Abington. (61)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., to employees in said department of Factory No. 1 at Abington for work as there performed: —

HAND TREEING.

	Per 12 Pairs.
Patent-leather and enamel (cleaned),	$0 35
Patent-leather and enamel with patent tops (cleaned and ironed all over),	45
Patent-leather Oxford shoes with whole patent-leather quarters (cleaned, when ironed all over),	45
Vici and glazed kangaroo, vamps and tops (cleaned and ironed all over),	31

	Per 12 Pairs.
Box calf, kangaroo, black oil, centaur and chrome waterproof (cleaned); by agreement,	$0 15
Smooth chrome calf or any stock of like nature (cleaned, marks out),	20
Smooth chrome calf or any stock of like nature (vamps and tops cleaned, when ironed all over); by agreement,	25
Wax calf, Manila calf and Cordovan, palm finished,	43½
Wax calf, Manila calf and Cordovan with calf or Cordovan tops, palm finished,	48
Russia calf Nos. 3, 23, 4, 27 and 48 and stock of like nature (marks out, cleaned and polished),	40
Chrome tan, Spartan, Lotus, oil tan, 102 tan, Norwegian and stock of like nature (marks out, cleaned and polished),	40
Colored vici (cleaned, polished and ironed all over); by agreement,	30
Single pairs and samples; per pair, $0.04.	
Lots of four pairs or under, no change.	
Ironing tops on high shoes when not as stated above,	06
Ironing tops on Oxford shoes when not as stated above,	06
Ironing vamps when not as stated above,	06
Smoothing chrome waterproof and Mardi calf with strap; extra,	10
Hour work, $0.30.	

Included in above prices: —

Boning out dents and marks.
Boning out stains.
Each extra washing.
Extra cleaning of shellac.
Extra coat of polish.
Extra coat of filler.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

A dispute arose as to the item of smooth chrome calf or any stock of like nature, vamps and tops cleaned, when ironed all over, and both parties asked for a ruling. A letter was sent on August 10, saying, " This item is not a part of the decision, but for the convenience of the parties was permitted to become a part of the list of prices to be paid " in the treeing department.

On November 14 the parties met in the presence of the Board and conferred upon a misunderstanding that had arisen as to the meaning of the award. On the 16th a joint application was filed. The controversy as stated by the employer was as to the interpretation of the following items, which he understood to include removing all dents, marks and stains of whatever nature: —

Russia calf Nos. 3, 23, 4, 27 and 48 and stock of like nature (marks out, cleaned and polished), 40 cents per 12 pairs.

Chrome tan, Spartan, Lotus, oil tan, 102 tan, Norwegian and stock of like nature (marks out, cleaned and polished), 40 cents per 12 pairs.

Included in above prices: —

Boning out dents and marks.
Boning out stains.
Each extra washing.
Extra cleaning of shellac.
Extra coat of polish.
Extra coat of filler.

The employees contended that a certain class of oil stains had arisen that was not in question at the time the Board passed upon the items. The following letter was sent on December 14: —

Messrs. Wilson Tirrell and W. P. Mackey, *representing* Lewis A. Crossett, Inc., *and treers, North Abington, Mass.*

Gentlemen: — The Board has considered your joint letter of November 16, 1911, relative to your controversy on treeing, asking an interpretation of its decision of July 11, 1911, wherein the price of 40 cents per 12 pairs is awarded for work performed on shoes made of Russia calf Nos. 3, 23, 4, 27 and 48, and stock of like nature; or of chrome tan, Spartan, Lotus, oil tan, Norwegian and stock of like nature, said leathers being specified in the award precisely as you jointly submitted them. The results to be accomplished were

that there should be no marks, the shoes should be clean and have a polish, — these also were stated in the exact terms of the submission.

The Board was asked to pass upon the following items: boning out dents and marks, boning out stains, each extra washing, extra cleaning of shellac, extra coat of polish, extra coat of filler. The Board awarded that when these performances were required they were to be included under the 40-cent price. In short, the Board finds no ambiguity in the award of July 11, 1911.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

The parties, however, still continued at variance, and hearings were given on December 27 and 28 relative to the operation known as boning out stains. The Board consulted the experts who had served in the investigation of the original controversy, and on January 4 terminated the dispute by the following letter: —

Messrs. WILSON TIRRELL and W. P. MACKEY, *representing the respective parties to a controversy between* LEWIS A. CROSSETT, INC., *and treers at Abington.*

GENTLEMEN: — In view of the arguments proffered by you on the occasion of your conference in the presence of this Board on December 28, 1911, the Board has reviewed your past controversies on treeing.

Upon further investigation of your joint submission to arbitration and upon further consideration of the evidence submitted, of the reports of experts and of the award of July 11, 1911, the Board reaffirms its letter of December 14, 1911, and further rules that the award contemplated the work of removing grease spots as included in the specified terms of work for which the price was fixed.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

COTTER SHOE COMPANY — LYNN.

On July 18 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Cotter Shoe Company, of Lynn, and employees in its finishing department at Lynn. (76)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by the Cotter Shoe Company to employees in its finishing department at Lynn for work as there performed: —

	Per 12 Pairs,
Hard-finishing full bottoms,	$0 08
Rolling and brushing black bottoms (shanks previously ironed),	06
Brushing shanks,	04

By the Board,
BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On July 25 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company and employees in its stitching department at Bridgewater. (74)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $0.03¼ per 24 pairs be paid by L. Q. White Shoe Company at Bridgewater for stitching box toes on the Union Special machine, when no rights or lefts are used and but two sizes.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL COMPANY — HAVERHILL.

On July 25 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer, and employees in its packing department at Haverhill. (72)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by W. & V. O. Kimball Company at Haverhill for packing, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

BROPHY BROTHERS SHOE COMPANY — LYNN.

Under the so-called peace agreement, the stockfitters in the employ of Brophy Brothers Shoe Company at Lynn, represented by local assembly No. 1793 of the Knights of Labor, appointed Mr. Joseph F. Parks to call to the Board's attention a controversy relative to $\frac{1}{20}$ of a cent per pair on rounding and channeling. On being informed thereof, the employer declined to join in the application. This, however, did not bring about a rupture of peaceful relations, for in a few days they arrived at a settlement and so notified the Board on July 26.

BROCKTON GAS LIGHT COMPANY — BROCKTON.

On the twenty-fifth and twenty-sixth days of July, the Board called upon the Brockton Gas Light Company and its laborers, who were at variance over a question of wages, and

offered to help in an amicable adjustment of the difficulty. The representatives of both parties were willing to leave the dispute to the Board to decide; but the laborers, who were organized, had not given their agent authority to submit the question in form, and to obtain it he undertook to move them to answer the Board's suggestion. The proposition to discuss the matter with the employer in the presence of the Board, in the hope of reaching an agreement either to settle the dispute or to leave it to the judgment of some impartial tribunal, was voted down at the next meeting of the laborers for the alleged reason that, some time before, the Board had awarded certain prices for skilled work on shoes that were less than the shoe workers expected. The laborers were reminded that the shoe workers in question were still referring their disputes to arbitration, knowing that an impartial tribunal could promise no party an award in his favor; but the laborers were not willing to submit their demands while there was any doubt of the result.

On the 29th of July the employer applied in writing for the Board's arbitration of the controversy. There could, of course, be no decision without the consent of the laborers. With a view to securing their consent either to a final settlement or to a submission of the matters in dispute to a board of arbitration, invitations to a conference were sent to both parties.

On August 2, which was the day appointed, Mr. Morrison, of the Gas Light Company, appeared before the Board for the purpose of conferring, but no one appeared for the laborers. Members of the Brockton Central Labor Union, known to be in friendly relations with the laborers, were informed

by telephone of the posture of affairs, and they promised to exert their influence with the laborers. The dispute diminished in intensity. The business of the employer went on without interruption.

JAMES PHELAN & SONS — LYNN.

Messrs. Murphy and McAuliffe, representing respectively the employers and the workmen, notified this Board on July 31 of a dispute in the factory of James Phelan & Sons of Lynn, telephoned to request a hearing and promised to abide by the decision. The Board assigned the hearing to the next day following and so informed the parties, suggesting that in the meanwhile they ought to frame a joint statement of the facts of the dispute on which they desired to be heard. They accepted the Board's invitation and met for the purpose stated. In endeavoring to agree upon the terms in which the matters were to be set before the Board, they went further and settled the dispute.

LUDLOW MANUFACTURING ASSOCIATES — LUDLOW.

In view of a reported difficulty at Ludlow the Board communicated at Springfield on January 21 with the representative of the operatives and learned that there was dissension among them which did not concern the employer. The report that a strike was contemplated had been spread by busybodies; but it was erroneous and would amount to nothing if the local agents of the employer would only ignore it; if, however, through excessive caution, the manufacturer should

undertake measures that might be construed as hostile, the excited passions of certain factions might impel the operatives to rash acts. On January 28 the United Textile Workers of America made a strenuous effort to establish order by organizing a local union. A choice of new officers and a transfer of funds were some of the results; but the union still had its internal difficulties.

On February 14 information was received of a controversy that threatened the peaceful operations of the mills. One of the officers of the union, responsible for the safety of its funds, in order to attend to the transfer sought and obtained leave of absence from his immediate superior. He gave another reason for his absence, and for this he was subsequently discharged by the local management, with four others who had been prominent in union affairs. No demand having been made upon the employer, it seemed that no offence could be alleged against the five men, a fact which incensed the operatives, and a possible strike was discussed in the local union; but the parties were negotiating a settlement through men of tact, solicitous of peace, and the Board's investigation warranted a belief that the effort would result in an amicable adjustment.

In the last week of April reports of threatened strike appeared in certain papers, which excited the indignation of the officers of the local union. Additional police protection was placed about the employer's property in Ludlow. The Board mediated between the parties and continued to do so until a settlement was reached. The treasurer of the Ludlow Manufacturing Associates was ill for a time, and demands from other quarters upon their separate responsibilities at-

tracted the attention of the superior management. By an act of the local management in shutting down a department for repairs and starting again without notice, taking in such new hands as sought employment, some 17 members of the union were left without work. This gave rise to angry discussions at the meetings of the operatives. The danger of an industrial outbreak seemed to the management such as could better be dealt with on occasion by the local representatives of the employer; nevertheless the superior management entered into a dozen or more conferences with Mr. John Golden, the general president of the United Textile Workers of America, of which the operatives were members. They discussed the reinstatement of the discharged and of those who were laid off, or some of them. Agreements and understandings were reached, which would have settled the controversy if carried into effect; but delays resulted through no fault of president or treasurer of the Ludlow Manufacturing Associates and, these delays being misunderstood, the operatives rashly charged the negotiators with bad faith.

While the factions were enraged by such fancies, the hope of regaining the jobs that were lost was reduced to an absurdity by reason of appeals to passion apparently authorized by the union and published in a Polish paper. Moreover, the operatives now charged a violation of the agreement of 1910, saying that while the piece price then established could not in good faith be changed until notice had been given to the operatives' committee, it nevertheless had been reduced without consultation, and harder work with poorer material was required. The superintendent was quoted as saying that the product in question was inferior

to the kind contemplated by the agreement, having fewer picks and not requiring so much work and care.

In negotiating a settlement of the Ludlow strike of 1909, Mr. George H. Wrenn of Springfield had won such respect that the operatives on returning to work vested him with plenary power in 1910 to settle the grievances which had caused the strike. It was he who had guided them into the United Textile Workers of America, again on May 11, 1911, invoked the Board's mediation, and on the 12th brought about a meeting between Mr. Golden and the secretary of this Board at Springfield. Mrs. Sara A. Conboy, general organizer for the union, and Mr. Wrenn were present to state the local conditions. Mr. Golden declared that he had resorted to every conceivable peaceful device, that nobody could obtain for the workers better assurances than he had already received, and that since there was nothing to warrant a hope of a peaceful settlement, a strike on the following Monday, May 15, was inevitable, if only to convince the Ludlow operatives that he had not deceived them.

Upon being reminded of the agreement of February 1, 1910, to negotiate differences rather than to strike, — an agreement made by Mr. Wrenn, it is true, but its obligations devolved upon the general president when the operatives joined his union, — Mr. Golden resolved to relegate to the Board the solution of all the problems that had arisen. Accordingly, he and Mrs. Conboy went on the next train to Boston with the secretary. The Board, awaiting their arrival, received their statement of the difficulties, and, having communicated with the higher direction of the mills, arranged for a conference of parties at the State House on the following Monday, May 15.

At the time appointed Mr. Golden and Mrs. Conboy, on the part of the operatives, and Messrs. Wallace and Stevens, on the part of the employers, met in the presence of the Board in Boston and conferred on a plan of settlement. New difficulties arose that day at the factory, which were communicated to the Board during the conference by the Board's secretary, who was once more in Ludlow co-operating with Mr. Wrenn to preserve industrial peace. The conference was adjourned to the 19th of May at the office of Mr. Wallace, president of the Ludlow Manufacturing Associates, and an agreement was reached.

On May 20, William H. Brooks, Esq., counsel for the employer, and Mr. Golden appeared before the Board and stated for the respective parties that the controversy had been settled in terms satisfactory to employer and employed, and requested that a record be made of the fact. No difficulty has disturbed the peace of Ludlow's industry since that day.

In August the employees sought and obtained instruction in the law of arbitration and in the manner of invoking it. During the interview with the president of the union and Mr. George H. Wrenn of Springfield, it appeared that either the mill hands felt aggrieved for reasons they were not ready to state, or they were apprehensive of grievances that had not yet arisen. In the absence of a statement of specific grievances the Board reminded the president of the union that it would be better for the employees to patiently endure slight inconvenience, and reserve appeals for grave occasions, than to find fault with what might be tolerated. The Board, however, gave blank forms of application for arbitration with the explanations desired.

The employees concluded that it was inexpedient to seek negotiation or arbitration before the following spring, and Mr. Wrenn so notified the Board. During the writing of this report Mr. Sydney Stevens, agent and vice-president of the Ludlow Manufacturing Associates, announced an increase for piece workers and general mill hands for work performed after March 16, 1912. No demand had been made and the spontaneous character of the employer's act enhanced its value as an expression of good will.

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

The following decision was rendered on August 3: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and heel-shavers. (84)

Having considered said application and heard the parties by their duly authorized representatives, the decision of the Board is that the employees are right in the contention that heels designated as Cuban heels — which by the agreement of the parties mean heels the height of which is 1 10/16 inches and over — should be paid for at the rate of 9 cents per 24 pairs; and under the agreement of the parties all heels should be so designated if of the measurement specified.

By the Board,

Bernard F. Supple, *Secretary.*

A. M. CREIGHTON — LYNN.

On August 17 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between A. M. Creighton and finishers. (79)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by A. M. Creighton to employees in the finishing department for work as there performed: —

	Per 36 Pairs.
Blacking,	$0 07
Cutting straight out,	06
Cutting additional cuts, each,	03

Hour work, $0.33⅓ per hour.

As to all the other items submitted for arbitration by the Board, the decision of the Board is no change.

In the matter of the joint application for arbitration of a controversy between A. M. Creighton and finishers. (80)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid to employees in the finishing department of the factory of A. M. Creighton, as to the items submitted for arbitration in this application.

In the matter of the joint application for arbitration of a controversy between A. M. Creighton and Consolidated-Machine operators. (81)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert

assistants nominated by the parties, the Board awards that the following prices be paid by A. M. Creighton to employees in the lasting department for work as there performed: —

	Per Pair.
Velvet (McKay work),	$0 02
Last No. 2 extra,	00¼
Gun metal (welt work),	02
Velours (welt work),	02
All fabrics (welt work),	02
Last No. 20, extra,	00¼

As to all the other items submitted to the arbitration of the Board, the decision is no change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

A. J. BATES COMPANY — WEBSTER.

On August 24 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between A. J. Bates Company and employees. (75)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants appointed by the Board, the Board awards that the following prices be paid by A. J. Bates Company to employees in its factory at Webster, for work as there performed: —

STITCHING ROOM.

	Per Dozen.
Trimming out Oxford quarters under backstay,	$0 01½
Trimming out button flies, straight seam, after staying,	01½
Sticking on buttonhole stay and fly lining,	04½
Sticking on buttonhole stay and button stay on low-cut,	04½
Stitching labels,	02
Fastening buttons,	04
Fastening buttons, Oxford or Academy pattern,	03½
Stitching toe linings,	02¼
Stitching side Tuxedo linings,	03

	Per Dozen.
Folding tips, to include cementing,	$0 01½
Marking for buttons,	01¾
Buttoning shoes and trimming edges,	02¼
Stamping: —	
Regular work,	00½
Black or ooze, yellow ink,	00¾
Making bal linings,	09
Hooking,	01½
Closing on,	03¾
Cutting and making buttonholes, $0.05 per 100.	
Lacing with string, to include trimming out tongue on bal, one knot to be tied,	02½
First row: —	
Button, laid-on work,	09
Oxford, laid-on work,	07
Blucher Oxford, laid-on work,	08
Button, seamed on,	09
Blucher, seamed on,	08
Bal, 2d quality, seamed on,	07½
Bal, 1st quality, seamed on,	07½
Bal and Blucher, held on,	14
Button, held on,	14
Oxford and Blucher Oxford, held on,	12
Button, with panel backstay,	12
(Gallun's binding on velvet. Knives to be furnished sharpened in a systematic way.)	
Vamping: —	
Bal, 1st quality,	18
Bal, 2d quality,	17
Circular seam, button Oxford,	13½
Extra row through on long vamps,	07
Extra row through on circular vamps,	05
(On material already matched up.)	
Stitching top-facing, operator to cut work,	01¾
Stitching straight foxing (short top perforation), single needle,	15

Finishing Room.

Buffing bottoms, complete operation,	08

Making Room.

Sole laying, no change.	
Heeling: —	
Gluing tops, extra,	01

	Per Dozen.
Breasting: —	
High heels, which measure 1¾ inches or more,	$0 02¼
Heel scouring: —	
Regular heels,	06
Military heels, on 3 papers,	06½
Beating welts,	02
Sample shoes: —	
Welting, stitching, trimming, heel-scouring, heel-burnishing, jointing, one-half price extra.	

LASTING ROOM.

Pulling-over: —	
For bed machine,	08
Blue-tagged,	08½
For Consolidated Hand Method machine,	07
Blue-tagged,	07½
Russia,	08½
Operating Consolidated Hand Method machine (to include tacking counters): —	
Plain-toed,	17
Blue-tagged,	19
Regular work,	19½
Blue-tagged, by agreement,	21½
Patent-leather, by agreement,	25
Blue-tagged,	27
Russet,	20½
Blue-tagged,	22½
Lasts Nos. 4910, 485, 72, 76, 1404, 89, 84, 63, extra,	02
Operating bed machine: —	
Low-toed, dull leather,	21
Medium-toed,	25
High-toed,	30
Russia-calf, extra,	03
Patent, extra,	02
Hour work, $0.30 per hour.	
Lasting sides,	07

By agreement of the parties this decision shall take effect as of date of June 1, 1911.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

THOMAS A. KELLEY & CO. — LYNN.

In the morocco factory of Thomas A. Kelley & Co. at Lynn there was a chronic difficulty of intermittent outbreaks, which passed into the strike phase on August 26, when 110 unorganized operatives of various nationalities walked out, assembled at a neighboring hall and appealed to the officers of organized labor for support in a contention for reformation of the glazing department. By reason of the strike 200 others were forced into idleness. Mr. Elmer Robinson of Lynn, representing the United Shoe Workers of America, invoked the mediation of this Board; subsequently Mr. Frank H. McCarthy of Boston, representing the American Federation of Labor, became their guide and spokesman.

The Board investigated by means of separate interviews; then mediated between the parties on the 5th, 7th and 11th of September and finally brought them together on September 12 to confer on the question how best to terminate the strike and the difficulty which produced it. The strikers were used to serving at glazing machines, which put a surface of desired smoothness upon the leather. Men known as "fixers," two or three to the room, including the foreman, on occasion adjusted the machines to the required product. The strikers were satisfied with the rates of pay, but complained that their earnings were diminished by unnecessary loss of time through the fault of the machine fixers and the lack of distributive fairness by the subordinate management. They complained, also, that the machines were not geared to a faster rate of speed with a view to preventing the glaziers from earning the wages of skill and capacity. It appeared

that an Armenian known as No. 5, Jack Oscar by name, had complained to the foreman of another Armenian called Brown, a fixer, who wasted time in frivolity instead of adjusting Oscar's machine. The foreman was quoted as saying that if Oscar did not like the way the affairs of the room were managed he might go home. Oscar thereupon quit work, told the others he had been discharged and all the employees of the department went out on strike.

The Board framed a set of propositions in the hope that it might be acceptable to both sides, and such was the result, but before an agreement was consummated the propositions became the subjects of long debates. There were motions to amend by adding thereto a proposition which should contemplate, according to some, the discharge or other punishment of Brown, or an assurance that he should be rendered harmless, according to others. A vote was taken on the subject of adopting the propositions provisionally and carried by 26 to 23. Mr. McCarthy did not deem this sufficiently decisive. The strikers, being recommended thereto, separated into " nations " without leaving the hall, and each " nation " was separately addressed through an interpreter and a separate vote taken, which was afterward ratified in general meeting. The Armenians voted 6 to 7, the Greeks 5 to 5 and the Poles 27 to 0 in favor of the propositions as they stood, all told, 38 to 12. Coming then into general assembly, a vote was taken on the question of returning to work on the following day and carried, by acclamation, without a dissenting voice. The news spread to the strikers who were not present and they rejoiced.

The committee and Mr. Kelley, representing the parties

to the dispute, met in the presence of the Board and agreed to the following, which was attested and filed with the Board: —

Lynn, Mass., Sept. 12, 1911.

Agreement between Thomas A. Kelley & Co. and Glaziers.

The employer will receive into their former places all workmen who are now out on strike, including Jack Oscar, No. 5, without discriminating against any of them because of their activity in the strike.

The employer will hereafter keep the glazing machines in going order, without unnecessary loss of time, and for that purpose may employ such machine fixers as he pleases and any number of them.

The employer, moreover, will receive complaints of workmen and give them careful consideration.

The workmen hereby declare the strike off and rely upon the employer for a faithful performance of what he hereby undertakes to do.

The next day all hands returned to work.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The following decisions were rendered on September 14: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company and bottomers, Factory No. 2. (77)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by W. L. Douglas Shoe Company in the bottoming department of Factory No. 2 on the $3.50-grade shoe for the work as there performed upon the items submitted for arbitration.

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company and bottomers, Factory No. 1. (78)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by W. L. Douglas Shoe Company in the bottoming department of Factory No. 1, on the $4 grade and extra grade of shoes, for the work as there performed upon the items submitted for arbitration.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

PRESTON B. KEITH SHOE COMPANY — BROCKTON.

On September 19 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Preston B. Keith Shoe Company of Brockton and heel-scourers. (88)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 6 cents per 24 pairs be paid by Preston B. Keith Shoe Company at Brockton for rough-scouring heels with one paper and wetting once, in the making room, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between Preston B. Keith Shoe Company of Brockton and heel-scourers. (90)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by Preston B. Keith Shoe Company at Brockton for the second scouring of heels with one paper, as the work is performed in the finishing department.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. M. O'DONNELL & CO. — BROCKTON.

On September 19 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. M. O'Donnell & Co., shoe manufacturers, and employees in the finishing department at Brockton. (87)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $1.75, per day of 9 hours, be paid by J. M. O'Donnell & Co. to employees in said department at Brockton for blacking bottoms, shanks and top-pieces, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

J. BROWN & SONS — SALEM.

On September 21 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. Brown & Sons, shoe manufacturers of Salem, and cutters. (104)

The firm of J. Brown & Sons entered into a contract with its employees, represented by an organization of which said employees were members, of which the following clause was a part: —

It is further agreed in keeping with the spirit and letter of this agreement, and to further guarantee the observance of the same, that

the firm of J. Brown & Sons shall give preference in the departments covered by this contract to members of Boot and Shoe Cutters, K. of L., in good standing, and shall allow the duly authorized shop collector the usual privileges.

It appears that the employees represented by the organization which entered into the contract with J. Brown & Sons cut shoes by hand; that other persons not represented by such organization are employed by the firm to cut with dies.

Having considered said application and heard the parties by their duly authorized representatives, the Board is of opinion that the clause of the contract quoted, submitted to the Board for its interpretation, does not embrace those persons employed in the branch of the industry known as cutting with dies and that such persons were not parties to the contract.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL COMPANY — HAVERHILL.

On September 25 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer of Haverhill, and skivers. (95)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by W. & V. O. Kimball Company at Haverhill for skiving, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer of Haverhill, and hand-pressers. (97)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball Company at Haverhill for work as there performed: —

	Per 12 Pairs.
Hand-pressing: —	
Blucher Oxford,	$0 08
Snipping and cementing (by agreement),	02
Blucher Polish,	06
Snipping and cementing (by agreement),	02

Unfolding uppers, no change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

The following decision was rendered on September 26: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and employees. (101)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by L. Q. White Shoe Company at Bridgewater for work as there performed: —

Trimming toes by hand, no change.
Rubbing seams: —
Beginners, $1.25 per day of 9 hours.
Persons who have been working for 3 months, $1.50 per day of 9 hours.

By agreement of the parties the award as to rubbing seams shall take effect as of date of April 22, 1911.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY COMPANY — BROCKTON.

On September 26 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer, and vampers in Factory No. 1 at Brockton. (100)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 2 cents per 12 pairs be paid by T. D. Barry Company, in Factory No. 1 at Brockton, for holding stays in button shoes, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

LEWIS A. CROSSETT, INC. — ABINGTON.

On September 26 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Lewis A. Crossett, Inc., and vampers, Factory No. 2. (98)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., to employees in the vamping department of Factory No. 2 at Abington for work as there performed: —

	Per 12 Pairs.
Single-needle: —	
Blucher, with bar,	$0 25
Blucher, without bar,	22
Blucher Oxford, with bar,	23
Blucher Oxford, without bar,	20
Button boots, with stay,	28
Button boots, without stay,	26
Button Oxford, with stay,	22
Button Oxford, without stay,	20

	Per 12 Pairs.
Double-needle: —	
Bal,	$0 20
Button boots, with stay,	21
Button boots, without stay,	19
Button Oxford, with stay,	18
Button Oxford, without stay,	16

Hour work, $0.33⅓ per hour.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL COMPANY — HAVERHILL.

On October 3 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer of Haverhill, and employees in the vamping department. (96)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball Company to employees in said department at Haverhill for work as there performed: —

	Per 12 Pairs.
Vamping, new work: —	
Button boots, 2 and 3 rows,	$0 17
Button boots with perforated vamps,	18
Foxed button, 2 and 3 rows, plain vamp (settled by agreement of the parties),	12
Foxed button, perforated vamp (settled by agreement of the parties),	12
Button Oxford, 2 and 3 rows, circular vamp (settled by agreement of the parties),	10
Button Oxford, circular vamp, perforated, lining held back,	25

Samples, no change.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

The following decisions were rendered on October 5: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the sole leather department. (91)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by W. L. Douglas Shoe Company at Brockton for casing insoles and casing box toes, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and bottomers in Factory No. 3 (women's department). (92)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the price of $0.04 per 12 pairs be paid by W. L. Douglas Shoe Company in the women's department of Factory No. 3 for laying soles, as the work is there performed; and that for trimming inseams, including removing insole and side tacks, there shall be no change.

By the Board,

Bernard F. Supple, *Secretary.*

T. D. BARRY COMPANY — BROCKTON.

On October 5 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and employees in the treeing department of Factory No. 1. (85)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 64 cents per 24 pairs be paid by T. D. Barry Company in Factory No. 1 at Brockton for treeing Russia calf (washed, stains taken out and polished, one coat); that there be no change in the prices paid for the other items submitted.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

On October 5 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer of Brockton, and channelers. (93)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by M. A. Packard Company at Brockton for channeling insoles, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On October 10 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and channelers. (94)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert

assistants nominated by the parties, the Board awards that there be no change in the price paid by E. E. Taylor Company at Brockton for channeling insoles, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CONDON BROTHERS & CO. — BROCKTON.

On February 10 information of a controversy as to edge-trimming in the factory of Condon Brothers & Co., at Brockton, was received with a request for investigation by experts, to be made at eight competing points where it was alleged that work of similar grade was made. A concise statement of the matters in dispute was lacking, and the parties were requested to state the controversy explicitly. The agent of the employees replied by saying that they would not join in the matter as framed by the employer. A month later the agent of the firm informed the Board that the matter was under consideration by the officers of the Boot and Shoe Workers' Union. On October 10 a letter was received from one of the officers of the Boot and Shoe Workers' Union, saying substantially that the matter was still under consideration. Nothing further was heard of the controversy.

TAXI-SERVICE COMPANY — BOSTON.

The Taxi-Service Company of Boston and its chauffeurs differed as to the discharge of a man for alleged insubordination. He had ignored a certain rule, or had seemed to do so, and on his discharge appealed to the managing director. When his appeal was not sustained, it was said that his manner and language were offensive.

On October 16 the Drivers and Chauffeurs' Union, a local branch (No. 126) of the Teamsters' International Brotherhood, sent a committee with Peter J. Donaghue, Esq., their counsel, to notify the Board of the controversy and solicit its services as mediator. After interviews, correspondence and disappointments, the Board brought the employer and employed into conference at the State House on October 24. The committee stated that in disputes with employers the union preferred to deliberate and confer rather than to resort to offensive acts, and they expected of their employers a like disposition. They exhibited copies of agreements which guaranteed peaceful adjustments of difficulties with other employers as proof of their pacific intentions. The chauffeur in question appeared and related the history of the discharge, which did not materially differ from the employer's statement of the same. The alleged violation of the company's rule, which was the occasion of the discharge, and which might have been unintentional or misunderstood, was not the sole reason of the employer's decision; the managing director gave additional reasons for the discharge of the man and stated that in a courteous interview with the chauffeurs' committee he had already communicated them to the union. The employer said he was not opposed to agreeing with his chauffeurs, and would favor such a motion under certain conditions, which he regretted did not exist at that time. He had only recently assumed the management and had adopted certain projects to be submitted to the other directors. After ascertaining their will in these matters he would be able to forecast the future and be ready to say what he would and would not do relative to entering into a

covenant. No agreement was reached and the conference adjourned without naming a day.

Three days later the committee requested the Board's opinion. On October 31 the Board addressed, as requested, a letter to Mr. John J. Fenton, president of a delegate body known as the Teamsters' Joint Council. In the Board's opinion the employer had acted within his rights when he discharged the chauffeur, and this statement was accepted as a determination of the controversy.

In February, 1912, a new board of directors assumed the management. The adoption of a policy to govern their future relations with chauffeurs and others in the company's employ was found to be of immediate importance. Negotiations were thereupon begun which resulted in an agreement on February 9, by which such differences as might arise were to be referred to this Board.

GEORGE E. KEITH COMPANY — BROCKTON.

On October 19 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer, and employees in the skiving departments of Factories Nos. 2, 3 and 7 at Brockton. (89)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by George E. Keith Company in the skiving departments of Factories Nos. 2, 3 and 7 at Brockton for the items of work specified as there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

COMMONWEALTH SHOE & LEATHER COMPANY — WHITMAN.

The following decision was rendered on October 19: —

In the matter of the joint application for arbitration of a controversy between the Commonwealth Shoe & Leather Company of Whitman and employees in the skiving department. (99)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by the Commonwealth Shoe & Leather Company in its skiving department at Whitman for the items of work specified as there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

The following decision was rendered on October 26: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and label-printers. (109)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $1.75 per day of nine hours be paid by E. E. Taylor Company at Brockton for printing labels by machine for cartons, as the work is there performed.

By agreement of the parties this decision shall take effect, as to one machine, from April 20, 1910, and as to another from November 15, 1910.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

FULLER, CHANDLER & PATTEN COMPANY — HUDSON.

On October 28, Fuller, Chandler & Patten Company stated a difficulty in the company's shoe factory at Hudson arising from the employment of certain workmen competent to do the work required, but who, having passed their prime, were not able to produce as many pairs in a given time as were the younger men.

In attempting to adjust the scale of prices for the coming season the company had encountered difficulties with men not in its employ, who sought to raise the labor cost so high as to throw the product out of the market. From indications the company believed a strike would be ordered on Monday, October 30.

The Board endeavored to communicate with the United Shoe Workers of America, but the officers could not be found.

Replying to the Board's inquiries, on October 30, the senior member of the management said that the union had not taken the men out. The scale which he was constructing and showing to the men in interest was accepted thus far, but if any difficulty should arise before its completion he would notify the Board. As yet no strike has occurred at his factory.

M. N. ARNOLD COMPANY — ABINGTON.

The following decision was rendered on November 2: —

In the matter of the joint application for arbitration of a controversy between M. N. Arnold Company, shoe manufacturer of Abington, and employees in its lasting department. (102)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 1 cent per pair extra be paid by M. N. Arnold Company at Abington for lasting special-grade shoes, as the work is there performed.

By agreement of the parties this decision shall take effect from April 18, 1911.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

GEORGE H. SNOW COMPANY — BROCKTON.

On November 2 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George H. Snow Company, shoe manufacturer of Brockton, and employees in the heeling department of Factory No. 3. (103)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by George H. Snow Company in Factory No. 3 at Brockton for heeling, shaving, slugging and breasting, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On November 2 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and employees in the vamping department. (108)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $0.32 per

24 pairs shall be paid by L. Q. White Shoe Company at Bridgewater, for vamping by the post-machine method, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

JAMES PHELAN & SONS — LYNN.

On November 13 the Board was credibly informed of a controversy between James Phelan & Sons, shoe manufacturers of Lynn, and the lasters in their employ. The employer being interviewed said that the controversy which the parties were considering must in pursuance of agreement be referred to arbitration in the event of fruitless negotiations. He stated that the lasters' agent had promised to meet him on November 15 for the purpose of a direct settlement, and they would call upon the Board on that day if the result was negative. The parties, however, proved able to effect a settlement without the assistance of the Board.

A. M. CREIGHTON — LYNN.

For some years the public-spirited manufacturers and workmen of Lynn have been trying to perfect a peace plan, so called, whereby strikes might be eliminated as a means of securing attention to grievances. The practical difficulty of consolidating the interests of rival unions became apparent, greatly impeded progress and produced rather meager results in the form of agreements; but the effect of the movement was great, and contributed to the composing of several controversies that arose between the Lynn employers and their cutters. The persons active in establishing the peace

plan were not discouraged; certain unions were endeavoring to institute a peace council, so called, whereby labor questions that might arise would be left to arbitration.

On May 15, 1911, A. M. Creighton and the Boot and Shoe Cutters' Assembly No. 3662, Knights of Labor, entered into agreement as follows: —

May 15, 1911.

Arbitration Agreement between the Firm of A. M. Creighton and Boot and Shoe Cutters' Assembly No. 3662, K. of L.

It is hereby agreed between the firm of A. M. Creighton and Boot and Shoe Cutters' Assembly No. 3662, K. of L., that any differences that may arise between the firm of A. M. Creighton and the cutters in their employ which cannot be mutually adjusted between the firm and a representative of Boot and Shoe Cutters' Assembly No. 3662, K. of L., shall be referred to the State Board of Conciliation and Arbitration for decision (or to some local board made up as follows: each side shall select a person and these two shall select a third), and their decision shall be binding upon all parties to this agreement.

It is further agreed that pending the discussion and the decision of any or all differences or disputes between the parties to this agreement, there shall be no lockout, strike, stoppage or cessation of work by the employer or employee on account of such differences.

It is further agreed in keeping with the spirit and letter of this agreement and to further guarantee the observance of the same that the firm of A. M. Creighton shall employ in the department covered by this contract only members of Boot and Shoe Cutters' Assembly No. 3662, K. of L.

This agreement shall remain in force for a period of one year from this date, and for such further periods of time as may be mutually agreed upon.

It is hereby agreed that the present prices paid by A. M. Creighton are to remain in force for a period of one year, providing the same class of goods continues to be made by said firm.

A. M. Creighton.
William O. Atwill,
For L. A. No. 3662, K. of L.

The manufacturers in Lynn received a notice from the cutters' assembly, dated October 2, that on and after October 16 they intended to work but 45 hours a week. A circular of the same date was sent to the members of local assembly No. 3662, K. of L., specifying in detail the distribution of the 45 hours through the working days, as laid down at the last red-letter meeting of the assembly, a meeting which was called to ratify one of the cardinal principles of its national constitution: the reduction of the hours of labor to 8 per day. The members were also informed that for any offense against this regulation there would be a fine of $2. The employers unanimously voted at a largely attended meeting on October 14 a resolution declaring that the 45-hour week would put them at a disadvantage in competing for trade at a time when their burdens were all that could be endured, for which reason they declined to accept the 45-hour week.

The cutters proposed to cease work Saturdays at noon and other days at 4 P.M. A. M. Creighton was one of many so notified. The cutters moreover demanded higher wages. He hesitated about changing the hours or granting the increase and proposed in a letter to the assembly, dated October 3, to submit the controversy to the arbitration of this Board, as per agreement above stated. The employer argued that a cessation of work at a time not agreed upon would be a violation of the agreement. The agent of the employees replied that the cessation contemplated in the agreement was something in the nature of a strike; now, in this instance the fact of the cutters' intention to return to their benches at the usual time each morning was evidence that they had nothing in the nature of a strike in view; therefore the agree-

ment would not be violated. Mr. Creighton contended that since the agreement expressed both one and the other, "strike" and "cessation of work" could not be taken as two ways of saying the same thing; furthermore, his overhead expenses would be the same when the product diminished. He proposed to leave the matter to arbitration. The cutters would not consent.

On October 13 an application was received from Mr. Creighton. The cutters, being interviewed, persisted in their refusal to join in submitting the controversy to arbitration. The parties met, however, at the State House in the presence of the Board on October 17, when the subject was debated in its various aspects. No agreement was reached and the conference adjourned to the 24th. On that day the Board addressed to both parties the following letter: —

COMMONWEALTH OF MASSACHUSETTS,
STATE BOARD OF CONCILIATION AND ARBITRATION,
BOSTON, October 24, 1911.

Messrs. A. M. CREIGHTON and STEPHEN M. WALSH, *Lynn.*

GENTLEMEN: — Carrying out the intention of the Board, expressed at the end of your conference to-day, the following is a statement of its opinion: —

The parties representing the firm of A. M. Creighton and the shoe cutters in its employ having appeared before the Board for the purpose of a conference upon the firm's application for arbitration of an alleged controversy between them, and the cutters' representative not having joined in the application, the alleged controversy is not before the Board for its determination.

The Board has made inquiry into the alleged controversy and considered the contract which exists between the parties. The contention that the cutters should join in submitting to arbitration appears as a question which in itself should, under the terms of the contract, be the subject of arbitration; and it is the opinion of the Board that such a question should be submitted by the parties either

to a local board or to the State Board in compliance with the terms of the contract.

The Board is further of the opinion that the gravity of the situation should enforce strongly upon both parties that the spirit of the law should influence them, independent of any contractual relation, to submit to independent minds such difference of opinion as may exist between them concerning the terms of employment under arrangements involving collective bargaining, and the Board expresses the hope that such submission, either to a local board or to the State Board, will be made by the parties unless some other solution may be speedily found.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

The letter was given great publicity because of its bearing on the general movement for a week of 44 hours. The controversy between A. M. Creighton and his cutters was soon merged in the larger controversy, which appears in one of the statements that follow.

BROPHY BROTHERS SHOE COMPANY — LYNN.

On October 18 the following application was received: —

The undersigned respectfully represent that there is a controversy between Brophy Brothers Shoe Company, of Lynn, Mass., whose business being the manufacture of shoes, affords employment to about 600 persons all told; and employees in a branch of the industry called cutting, 60 in number.

The controversy, concisely stated, is that there is an agreement dated May 7, 1911, between said Brophy Brothers Shoe Company and said employees, represented by Cutters' Assembly No. 3662, K. of L.; and that on October 16, and every day since, the said cutters have ceased working at 4 o'clock in the afternoon instead of at a later hour, thereby shortening the working day contrary to the interests of the employer.

The undersigned hereby apply for arbitration of the controversy and submit the question: Is the said cessation of the work a violation of said agreement?

It is agreed that the persons executing this application in behalf of the parties hereto are duly authorized so to do.

The parties request that the hearing on this application be given in the office of the Board at the State House without public notice.

The parties hereby promise and agree to continue in business or at work without lockout or strike until the decision, if made within three weeks after the date of filing this application.

It is agreed that the decision shall take effect from the date of its rendition, and all settlements pursuant to it shall be based upon that date.

Investigation by expert assistants is hereby waived.

Brophy Brothers Shoe Company.

232 Market Street, Lynn, Mass.

The cutters did not join in this application. There were interviews between the Board and the separate parties, and one conference of parties in the presence of the Board, when some misunderstandings were eliminated. But this dispute merged into the general controversy, and the Board's award, as stated hereinafter, was accepted as conclusive. The application was accordingly placed on file.

ALLEN FOSTER WILLETT COMPANY — LYNN.

On October 19 Allen Foster Willett Company of Lynn, employing about 400 persons in the manufacture of shoes at Lynn, signed an application to this Board for the arbitration of a controversy with 65 cutters, who sought to "lessen the hours of labor from 10 hours a day to 8." The employees did not join in the submission of the dispute.

The following letter was sent on October 26: —

Allen Foster Willett Company, *Lynn, Mass.*

Gentlemen: — The Board has considered your application from time to time, with a view to appointing a conference of parties. A

like application having been received from Mr. Creighton in which the employees did not join, a conference between Mr. Creighton and Mr. Walsh in the presence of the Board was had on October 24. It would appear that your controversy and his have the same subject-matter in common. The only possible outcome of the Creighton case in view of the circumstances was the Board's advice. This was given in a letter which it is believed has had a salutary effect. If you and Mr. Walsh had conferred, the outcome of the conference would have been similar to that in which the Creighton controversy ended and a letter couched in similar terms would express the Board's opinion in the matter. I enclose you a copy of the Board's letter of October 24, addressed to A. M. Creighton and Stephen M. Walsh.[1] However, if there is anything further that you would like to suggest that the Board might do, the Board would be pleased to give it careful consideration.

Yours respectfully,

BERNARD F. SUPPLE, *Secretary.*

This controversy was merged in the general controversy between the allied shoe manufacturers and their cutters, a statement of which now follows.

ALLIED SHOE MANUFACTURERS — LYNN.

The following agreement and correspondence between one of the allied shoe manufacturers of Lynn and the trade union known as Cutters' Assembly No. 3662, K. of L., sets forth various phases of the contention which was determined by the Board: —

LYNN, MASS., April 12, 1909.

AGREEMENT BETWEEN THE FIRM OF A. F. SMITH COMPANY AND BOOT AND SHOE CUTTERS' ASSEMBLY NO. 3662, K. OF L.

It is hereby agreed between the firm of A. F. Smith Company and Boot and Shoe Cutters' Assembly, No. 3662, K. of L., that any differences that may arise between the firm of A. F. Smith Company and the cutters in its employ which cannot be mutually adjusted be-

[1] See page 121.

tween the firm and a representative of Boot and Shoe Cutters' Assembly, No. 3662, K. of L., shall be referred to the State Board of Arbitration for decision (or some local board, made up as follows: each side shall select a person, and these two shall select a third), and their decision shall be binding upon all parties to this agreement.

It is further agreed that pending the discussions and the decision of any or all differences or disputes between the parties to this agreement, there shall be no lockout, strike, stoppage or cessation of work by the employer or employees, on account of such differences.

This agreement shall remain in force for a period of three years from this date.

(Signed) Aaron F. Smith Company,
Per Albion Bartlett, *President.*
John J. Couhig,
For L. A. No. 3662, K. of L.

Aaron F. Smith Company, *589 Essex Street, Lynn, Mass.*

Gentlemen: — In accordance with a vote passed at a red-letter meeting of our assembly held recently you are hereby notified that the cutters who are in your employ will, on October 16, 1911, begin their work at 7 A.M. and cease at 12 M., resuming at 1 P.M. and ceasing work for the day at 4 P.M. The week's work will consist of 45 hours, 8 hours per day for the first 5 days and 5 hours on Saturday. A proper observance of the 8-hour day is in line with the most progressive spirit of the times and has demonstrated its value to both workingmen and employer wherever introduced. It was also understood that no member of this organization working by the week in your employ shall suffer any loss in wages by reason of the reduction in hours, as experience shows that a satisfied employee will be more efficient and valuable to his employer.

This movement means much to our organization and the co-operation and agreement of your firm with the above plan will be highly appreciated.

Trusting that this will meet with your approval and awaiting an early reply, I am,

Yours respectfully,
(Signed) Stephen M. Walsh,
Master Workman L. A. No. 3662, K. of L.

October 13, 1911.

STEPHEN M. WALSH, *Donahue Building, Room 7, Munroe Street, Lynn, Mass.*

DEAR SIR: — Your communication of October 2 received, notifying us of the vote passed by your organization regarding hours of labor after October 16, but inasmuch as the rest of our factory is all working on the 10 hours a day basis with 5 hours on Saturday, and as we do not care to establish a precedent in one department over the others, we cannot consent to such an arrangement at this time, especially in view of the fact that the manufacturers of other places, whom we have to meet in competition in the open market in the disposition of our goods, are mostly working on the 10 hours a day basis.

We shall therefore expect our cutters to continue working on the same basis as at present.

Yours truly,

AARON F. SMITH COMPANY.

OCTOBER 14, 1911.

A. F. SMITH COMPANY, *589 Essex Street, Lynn, Mass.*

GENTLEMEN: — Your communication in reply to ours of October 2 received, in which you give your reasons for not wishing to comply with the new schedule of hours as adopted by our Assembly at its red-letter meeting on September 15, 1911. I regret to say that at this time there is no way by which the action of the Assembly can be changed, and therefore the cutters in your employ who are members of this organization will cease work for the day at 4 P.M. on Monday, October 16, and will resume work on Tuesday, October 17, at 7 A.M.

Yours truly,

(Signed) STEPHEN M. WALSH,

Master Workman L. A. No. 3662, K. of L.

OCTOBER 16, 1911.

Mr. STEPHEN M. WALSH, *Master Workman, Boot and Shoe Cutters' Assembly, No. 3662, K. of L., Lynn, Mass.*

DEAR SIR: — Your communication of October 14 notifying me that the cutters in our employ would cease work at 4 o'clock P.M., on Monday, October 16, received, and replying to same I beg leave to call your attention to the "Arbitration Contract" signed April 12, 1909, between the Cutters' Assembly, No. 3662, K. of L., and the A. F. Smith Company, in which it is definitely agreed that any differences

that might arise between the firm and the cutters should be referred to arbitration, and it was further agreed that pending the discussions and decision of those differences there should be no lockout, strike, stoppage or cessation of work, either of the employer or employees, and we refer you to the copy of this contract which you will find in your files.

We hereby notify you that the stoppage of work on the part of any of our cutters at any other than the usual time under which they have been working will be construed by us as a definite violation of your contract and arbitration agreement, and inasmuch as the relations between your organization and this concern have always been pleasant and satisfactory, we hope and trust that your organization will not at this time place itself on record as definitely and absolutely breaking their written contract.

Very respectfully yours,

(Signed) A. F. Smith Company,
Per Albion Bartlett, *President*.

On Monday, October 16, the Board sent its secretary to Lynn to communicate with the employers affected by the demand for a shorter work day. Eight were interviewed in the office of the shoe manufacturers' association. They were members of the Allied Shoe Manufacturers, a temporary organization for collective action. The contention was the same as stated above in the Creighton controversy and in the foregoing Bartlett-Walsh correspondence. The secretary went later to the rooms of the Historical Society, where the allied manufacturers were assembled under the presidency of Mr. James W. Hitchings. Desiring information of the Board's methods, the Creighton case, then pending, was discussed, and the fact that Messrs. Creighton and Walsh, representing the respective parties to this controversy, were to confer in the presence of the Board on the next day following gave great interest to the discussion. A large number of the manufacturers assembled was disposed to fight to

the bitter end by all the devices employed in former industrial wars. The secretary thereupon delivered in writing the message with which he was charged, as follows: "In view of negotiations now afoot relative to an alleged violation of agreement, the State Board of Conciliation and Arbitration requests that, during such proceedings, the manufacturers shall refrain from any word or deed that might be deemed hostile to workmen in their employ. The object of the request is to keep the issue free from such secondary grievances, real or imagined, as always arise when a party to a dispute adopts an attitude that might be construed as one of retaliation."

No formal action was taken upon the above request, but the advice was heeded and led to improved relations. For the present, however, the Board's effort had no other effect than to remove some misapprehensions. The employers declined to meet the cutters' committee.

It was reported that 1,500 cutters had put a period to their day's labor in 67 factories at 4 o'clock that day, without their employers' consent, and expected to be received in their places on the morrow at 7 o'clock A.M. The employers characterized their quitting work so early as a strike, and their first intention was to refuse them work when they returned. Such act would be deemed a lockout by the cutters.

On Wednesday, October 18, every factory, save those of A. E. Little & Co. and William Porter & Son, Inc., was in opposition to the change proposed by the cutters' assembly, and several hundred cutters were idle by reason of their employers' resentment, while several hundred others were working the short day by reason of their employers' forbear-

ance. A. F. Smith Company claimed that it was the victim of a violated arbitration agreement and advertised for new cutters.

In the second week of the strike the parties sought legal advice of their respective counsels and were each sustained. The Lynn Board of Trade expressed a willingness to mediate between the parties. The cutters invited 14 other unions to send committees to consider their industrial relations in joint session. Mr. Creighton addressed the representatives of 10 unions, who met at his request on October 26. On that day, also, a committee of the Allied Shoe Manufacturers, Mr. James W. Hitchings, chairman, and a committee of the Lynn Board of Trade, called simultaneously upon the State Board to discuss how best to terminate the difficulty. The Board's advice was frankly given and accepted. The parties were reminded that the law under which this Board acts associates with the State Board the officers of a city or town where there is a labor difficulty. It is thus that the efficiency of the State Board may often be augmented by leading citizens who know the local values of men and movements.

On Monday, October 30, a conference of both parties was held at the city hall of Lynn, in the presence of the mayor, with a view to establishing such relations as would lead to a determination of the controversy. It appeared that several hundred stitchers and other employees not parties to any controversy were idle because of the cutters' difficulty. The proposition to leave the matter to arbitrators was agreed to, but arbitration under the law requires that a strike shall be declared off pending the award. What number of hours per week pending the award and whether to invoke the judgment

of the State Board or of a local board were questions that held the attention of all concerned. These were left to the mayor to determine and the conference ended. The next day the mayor decided that the cutters should return on the 45-hour schedule for which they had contended, and that that schedule should be maintained until the cause was settled by arbitration. The question of which board was reserved for further consideration. The strike was thereupon declared off and the men returned to work on November 1. There still remained the question of which kind of tribunal to invoke. The mayor wisely deferred his answer, as may be seen in the statement that follows: —

On account of reasons which I believe shall be generally understood and appreciated, I have decided to defer the announcement of my choice as between the State Board of Conciliation and the local board of arbitration until Tuesday, November 7, in the settlement of the 8-hour issue between manufacturers and Cutters' Assembly, No. 3662, K. of L.

As matters now stand the manufacturers are committed irrevocably to abide by my decision as to the form of arbitration, while, on the other hand, it yet remains for the Cutters' Assembly to affirm the attitude taken by its executive board at the conference in the mayor's office on Monday, October 30.

On Monday evening, November 6, the cutters will hold their red-letter meeting to decide the question as to whether they shall accept the form of arbitration decided upon by the mayor. I feel that if the mayor's decision is held in abeyance for these few days the cutters and manufacturers shall be able to appear before the arbitrators on a more equitable basis and that much more satisfactory results may be accomplished.

William P. Connery.

The cutters assembled in special meeting on November 6, and ratified the acts of its representatives and agreed to sub-

mit their controversy to the decision of such board as the mayor might designate. The next day the mayor issued the following decision: —

Mayor's Office, City of Lynn, Mass., November 7, 1911.

Allied Shoe Manufacturers; Cutters' Assembly, No. 3662, K. of L.

Gentlemen: — In accordance with the power delegated to me by certain shoe manufacturers and the executive board of Cutters' Assembly at a joint conference in the mayor's office at city hall, on Monday, October 30, 1911, and since ratified at a red-letter meeting of Cutters' Assembly, to decide upon the form of arbitration to be resorted to in the settlement of the issue as to how many hours shall constitute a week's work for cutters, I beg leave to report as follows: —

That the best interests of all concerned make it advisable that the State Board of Conciliation and Arbitration, comprised of Willard Howland of Chelsea, Harry P. Morse of Haverhill and Richard P. Barry of Lynn, shall be chosen as arbitrators.

In arriving at this conclusion I have been mindful of the many arguments that can and have been raised in favor of a local board of arbitration, but after analyzing carefully and conscientiously all of the evidence at hand, I have become convinced that the State Board of Conciliation and Arbitration, a body maintained by the Commonwealth of Massachusetts, with its extensive facilities for obtaining accurate information, will be able to speedily adjust all of the differences in this case with the most generally satisfactory and equitable results.

I, therefore, recommend that James W. Hitchings, chairman of the allied shoe manufacturers, and Stephen M. Walsh, master workman of Cutters' Assembly No. 3662, K. of L., file at once on behalf of their respective organizations a request with the State Board of Conciliation and Arbitration for its services as mediator.

For the confidence reposed in me by the cutters and manufacturers, I take this opportunity to express appreciation.

William P. Connery,
Mayor and Commissioner of Public Safety.

This too was accepted at a special meeting by a vote of 700 to 2. Nothing remained but to submit an application, a matter in which the parties sought and obtained advice in separate interviews with the Board and by conferring with one another. On November 13, having agreed upon the issue, the joint petition for arbitration was filed. The controversy was stated to be a desire of the cutters "to quit work on the first five work days of the week at 4 P.M. and on Saturdays at 12 M.; and the manufacturers claim that this would increase the cost of production." The question for the Board to decide was, "What number of hours shall constitute a week's work?"

A hearing was given on November 21. On December 1 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between certain employers of Lynn designating themselves the allied shoe manufacturers, and their employees in the cutting department of the industry at Lynn. (148)

On November 13 said application was filed. Having heard the parties by their duly authorized representatives on November 21, considered said application and investigated the subject-matter of the controversy, and having considered the evidence submitted by the parties and the arguments of their representatives, the Board awards that 50 hours shall constitute a week's work, to be performed on Monday, Tuesday, Wednesday, Thursday and Friday, 9 hours each, and 5 hours on Saturday, closing at noon.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

The decision was accepted by both parties and they have abided by its terms without a break in the harmony. One of the employers, A. F. Smith Company, who was party to

the dispute at the outset, had ceased to be a party on making its controversy with the cutters the subject of court proceedings. Subsequently this employer, as others who were never represented in the petition for arbitration, accepted the award. The 50-hour week for cutting shoes was established in Lynn.

AARON F. SMITH COMPANY — LYNN.

That part of the general strike of Lynn lasters, related in the foregoing, which affected the factory of Aaron F. Smith Company, remained unsettled. On December 2 the Board mediated between the parties.

It appeared that the strike in that factory not having been formally sanctioned by the union, the union would not declare it off, and that the workmen, as such, had declared they would not return to work in the same department with a certain man against whom they alleged objections. The workman in question, however, was no longer at the factory, and there was no way of communicating with the lasters who were out and dispersed to various quarters in the pursuit of work or of pleasure. The officers of the union were accordingly notified by the Board that the cause of offence no longer existed. But they refused to receive the communication lest, as they said, it might imply that the strike had indeed received their sanction. A laster present when the news was brought volunteered to convey it to the strikers, which he did without delay, whereupon they returned, and the work of the department was resumed.

WATSON SHOE COMPANY — LYNN.

A controversy arose in the factory of the Watson Shoe Company at Lynn occasioned by the discharge of two boys from the making room at a time when the employer was considering a price list proposed by the union. The employees alleged that the boys had been discharged because they were fellow members of the union. A strike was thereupon voted, and the department was emptied of men at a time when Mr. C. H. Watson was dying, and the superintendent was embarrassed by increased responsibility. The employer said that the boys had been discharged because of work badly performed, shoes in process having been ruined through carelessness or incompetence, and requested on November 29 the Board's mediation.

A conference of parties was held in the presence of the Board on December 2. Misunderstandings were rectified. Proposals on both sides were taken under consideration and the conference was adjourned to the 4th. Superintendent O'Neil proved by witnesses that the boys' work was inexcusable. Mr. William J. Smith, the agent of the union, corrected an error in the price list. The practice of allotting certain parts of the work to respective groups of workmen, in which one member of a team paid the others, a practice called "contract system," was abolished on motion of the employees. Agreement was reached and ratified by the union. On the next day following the men returned to work, December 5.

BARTELS & THELAN — CHELSEA.

A notice was received on December 4 from Elmer F. Robinson of Lynn of a strike in the factory of Bartels & Thelan of Chelsea. The Board called upon both parties and learned from the strikers, who were mostly young persons of both sexes, that offensive language and various hardships had been inflicted upon them by foremen and other subordinates of the factory management. Mr. Bartels said that he had already investigated the charges and found that most of them were unfounded and were merely afterthoughts to justify rash action. The strikers, he said, were not skilled help, but they were imitative and inclined to follow, or to do what they thought was following, the lead of skilled workmen who occasionally struck in other places. He declined to meet them in conference and said he was transferring his business elsewhere, and that any striker who desired to enter his employ might go to Suncook, N. H., or to South Boston and make application when his factories in those places were ready. This was reported to Mr. Robinson and nothing further was done about the matter.

J. H. WINCHELL & CO., INC. — HAVERHILL.

On December 12 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and burnishers. (82)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert

assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

	Per 12 Pairs.
Burnishing black bottoms all over: —	
Regular work (by agreement), ...	$0 06
Samples (by agreement), price and one-half.	
Annex work, ...	06

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and crowners and cobblers. (145)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by J. H. Winchell & Co., Inc., at Haverhill, for work as there performed: —

Crowning in Goodyear-welt lasting room, per week of 55 hours, $14.
Cobbling in Goodyear-welt lasting and welting rooms, no change.

By the Board,
Bernard F. Supple, *Secretary.*

J. H. WINCHELL & CO., INC. — HAVERHILL.

A controversy arose under the award of April 21, 1910, concerning a certain item of lasting, as to what price should be paid. The parties differed greatly as to the bearing of that award upon the work in question. The agent of the lasters called and the Board sent for the experts in question and a thorough investigation of the matter was made. On the 13th of December the question was answered in an award, stating that the item quoted from the former award was not the item of work that was then in dispute. The Board ex-

pressed a willingness to consider it, with a view to a decision as to a fair price, whenever the parties made the question of price the subject of a joint application.

GEORGE H. SNOW COMPANY — BROCKTON.

The following decisions were rendered on December 14: —

In the matter of the joint application for arbitration of a controversy between George H. Snow Company, shoe manufacturer and employees in the treeing department of Factory No. 1 at Brockton. (114)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by George H. Snow Company in the treeing department of Factory No. 1 at Brockton for the items of work specified in the application, except that $0.60 per 24 pairs shall be paid for vici, gloss and gossamer kid (cleaned, ironed and one coat of dressing), and $0.30 for treeing by the hour.

In the matter of the joint application for arbitration of a controversy between George H. Snow Company, shoe manufacturer, and employees in the treeing department of Factory No. 3 at Brockton. (115)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $0.28 per hour be paid by George H. Snow Company for treeing in Factory No. 3 at Brockton, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

A. M. CREIGHTON — LYNN.

On December 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between A. M. Creighton, shoe manufacturer of Lynn, and ironers in his employ. (111)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by A. M. Creighton at Lynn for work as there performed: —

	Per 12 Pairs.
Russia calf Oxford,	$0 20
Patent-leather boots and Oxford,	19
Kid boots, ironing,	09
Kid Oxford, ironing,	06

Hour work, $0.33⅓.

By agreement of the parties this decision shall take effect as of date of May 11, 1911.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On December 14 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company, of Brockton, and toe-trimmers in Factories Nos. 1, 2 and 3. (123)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by W. L. Douglas Shoe Company in Factories Nos. 1, 2 and 3 at Brockton for trimming toes by machine, as the work is there performed.

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company and wheelers employed in Factories Nos. 2 and 3 at Brockton. (130)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 4 cents per 24 pairs be paid by W. L. Douglas Shoe Company in Factories Nos. 2 and 3 at Brockton for wheeling by machine, as the work is there performed.

By agreement of the parties the decision as to Factory No. 2 shall also apply to Factory No. 1.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

E. E. TAYLOR COMPANY — BROCKTON.

On December 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. E. Taylor Company, shoe manufacturer of Brockton, and last-pullers in its employ. (119)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $2 per day of 9 hours be paid by E. E. Taylor Company at Brockton for last-pulling, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

HOWARD & FOSTER COMPANY — BROCKTON.

On December 14 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Howard & Foster Company, shoe manufacturer of Brockton, and jointers in its employ. (125)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $0.03½ per 12 pairs be paid by Howard & Foster Company at Brockton for jointing by machine, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On December 14 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer, and employees in the finishing department of Factory No. 3 at Brockton. (116)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 9 cents per 24 pairs be paid by Churchill & Alden Company in Factory No. 3 at Brockton for stoning, brushing and heelkeying, Norris machine, as the work is there performed.

By agreement of the parties this decision shall take effect as of date of June 2, 1910.

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and joiners in its employ. (124)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $0.03½ per 12 pairs be paid by Churchill & Alden Company at Brockton for jointing by machine, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

C. S. MARSTON, JR. — HAVERHILL.

A joint application from C. S. Marston, Jr., of Haverhill and lasters in his employ was filed on December 19, 1911. A hearing on the matter was postponed at the request of the parties because of negotiations. On March 14, 1912, notice was received of an agreement; the application was accordingly placed on file.

L. Q. WHITE SHOE COMPANY — BRIDGEWATER.

On December 21 the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and under-trimmers and vampers. (150)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by L. Q. White Shoe Company at Bridgewater for work as there performed: —

	Per 24 Pairs.
Undertrimming, No. 960 button pattern, ...	$0 20
Vamping, single-needle, perforated: —	
No. 960 pattern, ...	64
Bal or button, ...	52

In the matter of the joint application for arbitration of a controversy between L. Q. White Shoe Company of Bridgewater and outsole cutters. (149)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by L. Q. White Shoe Company at Bridgewater for cutting outsoles, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

W. & V. O. KIMBALL COMPANY — HAVERHILL.

On December 21 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer of Haverhill, and vampers. (163)

The controversy involves a review of the award of October 3, 1911, for vamping new work, button boots with perforated vamps, as performed then in the Kimball factory at Haverhill, and it appears that 17 cents per 12 pairs has been paid for work alleged to be the same as described. It appears on investigation that while the work is the same it is performed under slightly different conditions, but that the difference is so slight as to be negligible.

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 18 cents per 12 pairs be paid as heretofore, notwithstanding the slight difference in the stock on which the work is performed.

By agreement of the parties this decision shall take effect as of date of October 3, 1911.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

C. J. O'KEEFE & CO. — HAVERHILL.

On December 28 the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between C. J. O'Keefe & Co., shoe manufacturers, of Haverhill, and employees in the treeing department. (117)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by C. J. O'Keefe & Co. at Haverhill for treeing, but that the cleaning of the shoes shall be done by the treers, and that 3 cents per 12 pairs shall be paid for such cleaning.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

BARNES-POPE ELECTRIC COMPANY, COLUMBIA ELECTRIC ENGINEERING COMPANY, M. B. FOSTER ELECTRIC COMPANY, ALFRED J. HIXON, EDWIN C. LEWIS, INC., LORD ELECTRIC COMPANY AND MARTIN KEHOE, ETC. — BOSTON.

On December 29 notice that a strike was seriously threatened by employees in the service of the M. B. Foster Electric Company was received, and the Board interposed forthwith in order to avert it if possible by a conference of parties. The parties had only just agreed to a conference on the following day and the Board was invited to be present. On December 30 the secretary of the Board presided at the conference, which was held in the office of the Lord Electric

Company. A frank discussion of the difference ensued. The committee of electrical workers stated that the demand had been made for an increase in wages as long ago as July, when the employer stated that the business did not warrant it, and so convinced the committee and the union. The phrase, "when business would warrant it," was discussed with a view to ascertaining its precise meaning, but there did not seem to be any agreement. One view gave it the meaning, "when business was brisk;" the other view was, "when profits were large." It happened, it was argued, that business was slack at the time of the demand, but had become brisk and so continued to the present time; the demand now was that which the employers had had so long to consider: "The minimum rate of wages for journeymen shall be 50 cents per hour until January 1, 1912, when they shall receive 55 cents per hour if business warrants it. The minimum rate of wages for helpers shall be 25 cents per hour until January 1, 1912, when they shall receive 30 cents per hour if business warrants it." The employers said that a brisk business under unfavorable conditions resulting from competition and uncertainty would forbid a prudent man from entering into permanent engagements involving more expense; the men had no right to demand this increase when they were not able to enforce their demand, not being thoroughly organized. Contractors having no relations with the union could hire labor in the open market much cheaper than at the union rates, and those were the unfavorable conditions in this business with which employers who dealt with labor unions had to contend. "While there are nonunion men ready to underbid the union rate," said one employer,

"the business does not warrant our taking contracts at the higher prices for labor."

In view of the fact that the union had in its constitution declared its preference for arbitration, the Board advised that the committee declare the strike off, since to have a strike in opposition to this principle would be most inconsistent. Finally, the employer offered the committee's demand as a temporary price, which was accepted, and the strike was declared off. The matter in dispute was subsequently left to an arbitration board and decided in favor of the men. A copy of the decision was not filed with this Board as the law directs.

Besides the employers whose names appear at the head of this statement, all other employers in Boston and its vicinity having union agreements expressed their willingness to be bound by the terms of the award.

J. H. WINCHELL & CO. — HAVERHILL.

On January 2, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between J. H. Winchell & Co., Inc., shoe manufacturer of Haverhill, and employees in its lasting department. (118)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that 3 cents extra over present prices per 12 pairs be paid by J. H. Winchell & Co., Inc., at Haverhill, for lasting with cork or leather box on lasts numbered 29 and 32 (bed machine), as such work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

SPRAGUE, BREED, STEVENS & NEWHALL, INC., NEHEMIAH LEE COAL COMPANY, REED & COSTELLO, PEOPLE'S COAL COMPANY, LYNN COAL COMPANY, J. B. & W. A. LAMPER, HONORS, HOLDER & SONS, BREED COAL COMPANY AND W. P. CONNERY — LYNN.

On January 16, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Sprague, Breed, Stevens & Newhall, Inc., Nehemiah Lee Coal Company, Reed & Costello, People's Coal Company, Lynn Coal Company, J. B. & W. A. Lamper, Honors, Holder & Sons, Breed Coal Company and W. P. Connery and employees at Lynn. (172)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that $13.50 per week be paid by said employers to drivers of one-horse teams and to screeners; that $15 per week be paid to chauffeurs; that there be no change in the prices paid for the other items of work submitted.

By agreement of the parties this decision shall take effect as of date of January 1, 1912.

By the Board,
Bernard F. Supple, *Secretary.*

HAZEN B. GOODRICH & CO. — HAVERHILL.

On January 16, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Hazen B. Goodrich & Co., shoe manufacturers of Haverhill, and lasters and beaters-out. (129)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Hazen B. Goodrich & Co. at Haverhill to employees engaged in lasting and beating-out, for work as there performed: —

TURNED DEPARTMENT, LASTING AND BEATING-OUT.

	Per Pair per Part.
Beaded strap sandal, minimum price,	$0 04½
Colored leather, strap sandal, minimum price,	04
Una tie,	04
White, pink, cream and light blue ooze, castor, buck and suède,	05
All other colored ooze, castor, buck and suède, other than black,	05
Champagne leather,	05
Bootee,	05
Bootee, velvet,	07
Cavalier, lined,	05
Cavalier, unlined,	05
White, pink, blue and similar colored delicate kid and calf,	05
Russia calf: —	
Plain toed,	06
With tip,	06½
Third-grade Oxford and Blucher, lasts 25, 32, 38, 44 and 45: —	
Plain toed,	04¼
With tip,	04¾
Women's work: —	
Third-grade Oxford and Blucher sold at $1.50 or less at retail, or $1.35 or less to jobbers, on all lasts except Nos. 28, 35 and 17: —	
Without tip,	04¼
With tip,	04¾
Wood heels, excepting Louis wood heels, same price as leather heels.	
Button low-cut, minimum prices: —	
Without tip,	05½
With tip,	06
Men's work: —	
Men's, boys' and youths' pumps,	05
Tan calf,	05
Willow calf,	05½
Russia calf,	05½
Pebble goat,	04½
Everett,	04½
Columbia,	04½

	Per Pair per Part.
Boots: —	
Sewed seats,	$0 07½
Patent leather: —	
Without patent tip,	08
With patent tip,	08½
Patent kid, calf or colt, without tip,	10

EXTRA.

Louis wood heels, extra over leather heels,	00½
Tips (only on items mentioned in this list),	00½
Imitation bead-embroidered and stamped vamp (only on items mentioned in this list),	00½

Lots under 12 pairs, no extra.

If in any item tip is already mentioned, no extra is to be added to said item for tip as an extra.

If in any item "beaded" is already mentioned, no extra is to be added to said item for beaded vamp as extra.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

WOODBURY SHOE COMPANY — BEVERLY.

On January 16, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Woodbury Shoe Company of Beverly and employees in its cutting and stitching departments. (152)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that there be no change in the prices paid by the Woodbury Shoe Company at Beverly in the cutting and stitching departments for the work as there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL COMPANY — HAVERHILL.

On January 18, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer, of Haverhill, and heel-scourers. (147)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $0.02¼ per 12 pairs be paid by W. & V. O. Kimball Company at Haverhill for the second heel-scouring, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

One item as to hour work in the stitching department, mentioned in the application, was eliminated from the decision in consequence of the parties having reached an agreement on the price.

HOAG & WALDEN — LYNN.

On January 18, 1912, the following decisions were rendered: —

In the matter of the joint application for arbitration of a controversy between Hoag & Walden, Inc., shoe manufacturer of Lynn, and employees in the welt sole-laying department. (165)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Hoag & Walden, Inc., to employees in said department at Lynn for work as there performed: —

	Per 36 Pairs.
Pulling tacks after welting (by agreement),	$0 09
Inseam-trimming by hand, butting and tacking butts,	24
Tacking shanks,	07
Beating welts,	07½
Besto filling,	07½
Cementing shoes,	03¾
Cementing, laying and tacking soles (one tack),	18
Skiving shanks on welts,	05¼

By agreement of the parties this decision shall take effect as of date of November 16, 1911.

In the matter of the joint application for arbitration of a controversy between Hoag & Walden, Inc., shoe manufacturer of Lynn, and employees in the welt department. (170)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Hoag & Walden, Inc., at Lynn, for work as there performed: —

	Per 36 Pairs.
Uppertrimming by hand,	$0 12
Tackpulling before welting,	16
Fudge wheeling, first time,	06¾

By the Board,
BERNARD F. SUPPLE, *Secretary.*

ELM FARM MILK COMPANY, C. BRIGHAM COMPANY, D. WHITING & SONS — BOSTON, CAMBRIDGE.

Sunday, September 10, passed without expected concessions from three large companies distributing milk in Boston and its vicinity. The executive committee of the milk drivers, which remained in session till midnight, thereupon ordered a strike. The drivers repaired to Wells Memorial Hall, there to remain till daylight awaiting further direction.

Charlestown, Roxbury and Dorchester, indeed, all parts of Boston, were affected. C. Brigham Company sent out some wagons in Cambridge as soon as the routes could be in some fashion reorganized; but D. Whiting & Sons of Charlestown, and the Elm Farm Milk Company of Roxbury and Dorchester, were unable to effect the usual delivery of milk on the morning of September 11. Nearly 200 milk routes were thus deprived of service. Households, restaurants, hotels and hospitals were embarrassed till such time as they discovered the collateral distribution, which was 53 per cent. of the total milk supply, by dealers who had yielded to the drivers' demands, including the greatest competitor of the companies involved, and all the smaller dealers.

On September 12 the three great companies published: —

The following demands made by the union and our answers to them: —

Article 1. — All drivers of milk wagons shall receive $18 per week. Those receiving more shall suffer no reduction in their pay.

Article 2. — In hiring new men, their wages shall be $15 per week for three months; after that they shall receive the regular wages of $18 per week. This does not apply to an experienced driver coming from any other concern that has served one year or more at the business.

Article 3. — The wages of helpers on wagons shall be $12 per week. Those receiving more shall suffer no reduction in pay.

Article 6. — Route bosses shall receive $20 per week. Those receiving more shall not suffer any reduction in pay.

Answer. — While our average wages have not heretofore been so high as these figures, we feel sure that they have been satisfactory to the men. No demand for wholesale increase of pay has been made by the men, but only by the union within a short time.

Individual cases have always been settled on their merits to the satisfaction of the men, so far as we know. Our wages may be said

to be established on the three principles of ability, length of service and competition.

Some years ago in the hope of finding means of rewarding diligent drivers we established a commission system based on the principle, "the greater the profitableness of the employee the better the pay." This system is still in vogue, but is not altogether satisfactory.

Latterly the men have been invited to appoint a committee to meet us and devise a new commission system based on the above principle. This committee was appointed and we suppose now has the subject under discussion, but it has not yet met us.

Article 4. — Ten hours shall constitute a working day, including loading and unloading of teams and marking of books, and all of said work shall be done within the specified time; all time over and above that time shall be paid as overtime at the rate of 35 cents per hour. This does not apply to routes that can be covered in less time.

Answer. — Our routes, with few exceptions, are laid out so that under normal conditions all work upon them can be covered in 10 hours by a man of average capacity. The men have never made any complaint on the subject of hours.

Mr. Minihan, in a late conference with us, did not contend for this point. The routes that consume more than 10 hours have been the object of study for their reduction.

Article 5. — On Sunday and holidays one delivery of milk and no collecting shall constitute one day's work.

Answer. — Our practice is already substantially like this.

Article 7. — In hiring new men in the future they shall be members of the International Brotherhood of Teamsters and Chauffeurs, Stablemen and Helpers of America, or willing to become members at the next meeting of the organization.

Answer. — This article involves the whole subject of unionism. We object to it because —

(*a*) It binds us to pay the same wages to all men of a given rank, whether they are worth the same or not.

(*b*) It compels us to submit disputes to the union when they may be better settled with the men themselves.

(*c*) It leaves with us the responsibility of our business, but takes control of it away.

(*d*) It flies in the face of the principle of freedom, because it discriminates against nonunion men and makes us enlisting agents for unionism.

Article 8. — From September 1 to May 1 drivers shall have two days a month off without loss of pay, and from May 1 to September 1 they shall have no days off, but shall have one week's vacation without loss of pay instead.

Answer. — This article is entirely unobjectionable. Our men already receive more paid-for free time than this.

Article 9. — Any grievance arising between employer and employee shall be submitted to arbitration, two persons being selected by both parties. If both parties fail to agree, they shall select a third party to act as umpire, the decision of the board to be binding on both parties.

Answer. — This article is obscure on account of the wide range of meaning of the word grievance.

If it means small things, we have never had any trouble in settling them with the men themselves. If it means large ones, our views upon them may be seen in our answers to the other articles.

Article 10. — A strike shall not be considered except as herein named. A strike ordered by the International Brotherhood of Teamsters and Chauffeurs, Stablemen and Helpers of America shall not be an annulment of this agreement or a violation of this agreement. Should a strike be ordered as above and a settlement and termination not be agreed to by both parties the question shall be submitted to a committee of employees and employers and a third party, to be chosen by both parties.

Answer. — As we understand it, this means that if there is a strike by the drivers of other concerns than ours who are members of the brotherhood, our own drivers may answer a call to strike, even though we should not consent to their demands and though there should be no grievance against us.

In other words, it permits a sympathetic strike. It binds us, but does not bind the men.

We cannot consent to such a principle nor submit to so one-sided an agreement.

It will be seen from the above that some items are not controversial, some demands cannot be allowed on principle, and that about the only subject for discussion is the wages. This was not broached by the men till about September 6. Before the committee appointed at that date to confer with us has even asked for a day for a conference the union orders a strike and the men quit work.

Between 33⅓ per cent. and 50 per cent. of our men have gone out

on strike. In spite of this large defection a large part of our milk was delivered to-day, although late.

We ask indulgence of our customers until we can fill the places of the men who have quit with others. Every effort will be made to keep our customers supplied.

D. Whiting & Sons.
C. Brigham Company.
Elm Farm Milk Company.

Forty-seven per cent. of the milk supply was sealed up at once. The public shuddered to think of the privations of children and invalids. Editorial writers were unanimous in declaring that "something ought to be done." The largest competitors of the companies affected and all the smaller dealers were acquiring customers at the expense of the paralyzed concerns. There were collisions between the strikers and friends of the employer; some hard knocks were exchanged and perpetrators of malicious mischief were fined or imprisoned. The Board took immediate action to terminate the strike, but not until the end of the third day was it possible to bring the parties together in conference.

On September 14 a meeting of the representatives of the parties interested in the strike was called by the Board and after a conference it was agreed that the issue was one of wages only, and that it should be left to the State Board to arbitrate. "In the meantime the men now out on strike are to return to work to-morrow morning to their respective duties. The finding of the Board of Conciliation and Arbitration is to take effect as of and from the fourteenth day of September, 1911."

All the drivers returned on September 15. Lost customers were soon regained. The parties joined in soliciting the

Board's judgment of their controversy; but delays arose on the employers' side owing to the pressure of other business and to the illness of their legal adviser.

On January 24, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between the Elm Farm Milk Company, C. Brigham Company and D. Whiting & Sons, of Boston and its vicinity, and employees designated as milk-wagon drivers, helpers and route bosses. (110)

Having considered said application, heard the parties by their duly authorized representatives and investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, the Board awards that the following minimum prices per week be paid by the Elm Farm Milk Company, C. Brigham Company and D. Whiting & Sons to the employees in interest for work as now performed by them; $15 for new hands during the first six months of employment and $17 for employees who have been employed longer than six months.

By agreement of the parties this award shall take effect as of date of September 14, 1911.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

The milk drivers have complained from time to time of a breach of agreement by one of the dealers not involved in the strike, and have notified consumers to that effect; but there is a hope that this dispute may yet be settled amicably.

A week earlier than the drivers, certain stationary engineers of C. Brigham Company, at Cambridge, struck to enforce a demand for the 8-hour day, etc. They had proffered their requests several months before and alleged that they did not receive the desired attention. For this reason and for sympathy with the drivers, their fellows quit work

in the other establishments when the drivers struck. When the drivers' strike was settled, the engineers found they had been forgotten or ignored; they were likewise indignant to find that they had been left out of the petition for arbitration, and they then communicated with this Board for the first time. The Board brought about conferences between the parties, as stated below.

Barring these difficulties the business of milk distribution is carried on as formerly, except for increased efficiency.

STATIONARY ENGINEERS — CAMBRIDGE.

The stationary engineers of Boston and its vicinity having resolved to establish in their industry the 8-hour day, the union so notified C. Brigham & Co., milk dealers of Cambridge, in writing, and requested an interview. This effort which began in February, 1911, was prolonged for about twelve months before the resulting controversy was adjusted. It appeared that the employer had evidence which he deemed conclusive that the men of that craft in his employ were satisfied with conditions and wages. The demands, it is said, were repeated in about thirty-six letters which were ignored, and the employees' agent reported that on personal application he was refused an interview. This agent's term having expired, the engineers elected J. A. Nash to carry on negotiations. The matter was then referred to the Boston Central Labor Union with a probability of the employers being listed there as unfriendly, and such was the result when the solicitations of the delegate body were refused. The union men, however, remained at work.

One of the engineers in Brigham's employ, in the latter part of August, seeking to improve his condition in another place and, as he said, being encouraged to do so by his immediate superior, gave him as reference. He did not succeed in getting the desired place, and the time of his notice having expired, remained at work for C. Brigham Company for more than a week, when he was discharged and another hired in his stead. The other engineers were then ordered out on strike, and left during the first week in September.

The strike of milk drivers, as set forth in the previous statement, occurred on September 11, and the engineers' strike, though prior in time, was regarded as a part of it, and in so far as the engineers' agent was confident that no settlement could be reached with one branch of organized labor while the demands of another branch were pending, Mr. Nash awaited with patience the outcome of the milk drivers' negotiations. At the end of the third day the milk drivers' strike was settled in the presence of the Board by an agreement of employer and men to leave the drivers' controversy to arbitration.

September 14, the day the drivers returned to work, Mr. Nash appeared and gave to the Board its first knowledge of the engineers' controversy, and solicited the Board's mediation. On the 15th the joint application for the Board's arbitration of the drivers' controversy was filed, with no mention by either party of the engineers' contention. The Board sought to compose the engineers' controversy by a conference between the agents of the respective parties; but two months elapsed before this was effected, owing to a prolonged illness of the employer's agent.

On November 16 a conference was held in the presence of the Board, John F. Cusick, Esq., and Mr. J. A. Nash representing the respective parties. The employer contended that there was no industrial controversy between him and the engineers at present in his employ; that Mr. Nash was not the agent of these men, and that arbitration contemplated only those who stood in the relation of employer and employee. The agent of the engineers contended that they had been unfairly treated and had remained patient for a long time; despite provocation, he averred, they had exhibited no hostile feelings. It was true that their former employers' hostility to organized labor stood upon their records, and that if the evidence of that hostility was brought to the attention of the work people as a whole, any agreement made between any branch of organized labor and such an employer would be nullified, since the drivers were not free to make an agreement with an employer until he had purged himself of unfairness. Mr. Nash said that personally he was a man of peace, seeking an amicable adjustment, and had refrained from interfering in the settlement of the drivers' strike; but such patience which had been the engineers' for many months could not last forever. The demands which had been pending so long were three: 8 hours labor to constitute a day's work, the union scale of wages, and the reinstatement of such engineers as might choose to return.

The Board said that while there could be no arbitration, it would be well to continue the conference with a view to effecting an agreement. From that time the Board was the medium of many communications before the conference was resumed. An award was rendered in the controversy of the

drivers on January 24, 1912, and Mr. Nash had notified the drivers of his grievances and pointed out to them that they should resort to the provision of the law by which they would not be bound by the decision sixty days after notice.

When the parties met again on February 10, 1912, in the presence of the Board, Mr. J. K. Whiting appeared for the employer. An agreement as to hours and wages was reached in virtue of mutual concession. Reinstatement was agreed to if desired by the men in question. Thus peace was restored. On the following day the Board was informed by Mr. Nash that the engineers had obtained work elsewhere and did not choose to return, and that he was satisfied with having secured the 8-hour day.

A controversy involving demands similar to the above has been the subject of pending negotiations with D. Whiting & Sons, in Charlestown. Owing to structural changes in the creamery, Mr. Nash has consented to suspend his contention till they are completed.

CUSHMAN & HÉBERT — HAVERHILL.

The following decision was rendered on February 8, 1912: —

In the matter of the joint application for arbitration of a controversy between Cushman & Hébert, shoe manufacturers of Haverhill, and treers and heeelers. (173)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Cushman & Hébert to said employees at Haverhill for work as there performed: —

TREEING DEPARTMENT.

	Per 12 Pairs.
Patent-leather, Polish and button boots, ironed and cleaned: —	
All leather tops, ironed and filled with gun-metal filler applied with a sponge,	$0 16
All leather tops requiring gum filler rubbed in with the fingers, extra,	03
Velvet and cloth tops, cleaned, extra,	05
Russia calf, Polish and button boots, dressed and polished,	08
Gun metal, Polish and button boots, ironed and cleaned: —	
All leather tops, ironed and filled with gun-metal filler applied with a sponge,	08
All leather tops requiring gum filler rubbed in with the fingers, extra,	03
Velvet and cloth tops, cleaned, extra,	05
Vici, black and tan, Polish and button boots: —	
Ironed,	07
All leather tops requiring gum filler applied with the fingers, extra,	03
Velvet, button boots, cleaned,	10
Box calf, Polish and button boots, tops ironed, filled with gun-metal filler applied with a sponge or gum filler applied with the fingers,	08

HEELING DEPARTMENT.

Nailing heels (heelers to pay boys): —	
Rapid heeler,	05
Model B heeler,	06

By the Board,
BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY COMPANY — BROCKTON.

On February 8, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer, and edgesetters in its Factory No. 2 at Brockton. (158)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by T. D. Barry Company in Factory No. 2 at Brockton for setting edges twice, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

C. S. MARSHALL COMPANY — BROCKTON.

On February 8, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between C. S. Marshall Company, shoe manufacturer, and edge-setters in its factory at Brockton. (160)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by C. S. Marshall Company in its factory at Brockton for setting edges twice, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY — BROCKTON.

On February 8, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between M. A. Packard Company, shoe manufacturer, and edge-setters in its Factory No. 2 at Brockton. (159)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the price paid by M. A. Packard Company in Factory No. 2 at Brockton for setting edges twice, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

CHURCHILL & ALDEN COMPANY — BROCKTON.

On February 8, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Churchill & Alden Company, shoe manufacturer of Brockton, and employees in the lasting department of Factory No. 1. (105)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Churchill & Alden Company to employees in said department of Factory No. 1 at Brockton for work as there performed: —

REX SYSTEM.

	Per 12 Pairs.
Assembling by machine system; including mating vamps, shellacking boxes, wetting, putting in counters and driving tacks at heel by machine,	$0 16
Operating pulling-over machine,	14
Lasting sides by hand,	18
Tacking on insoles by machine and trimming by hand,	04

By the Board,
BERNARD F. SUPPLE, *Secretary.*

HOWARD & FOSTER COMPANY — BROCKTON.

On February 8, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Howard & Foster Company, shoe manufacturer of Brockton, and employees in its lasting department. (106)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Howard & Foster Company at Brockton to employees in said department for work as there performed: —

Rex System.

	Per 12 Pairs.
Assembling by machine system; including mating vamps, shellacking boxes, wetting, putting in counters and driving tacks at heel by machine,	$0 16
Operating pulling-over machine,	14
Lasting sides by hand,	18
Tacking on insoles by machine and trimming by hand,	04

By the Board,
Bernard F. Supple, *Secretary.*

GEORGE E. KEITH COMPANY — BROCKTON.

On February 8, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between George E. Keith Company, shoe manufacturer of Brockton, and employees in its lasting department. (107)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by George E. Keith Company at Brockton to employees in said department for work as there performed: —

REX SYSTEM.

	Per 12 Pairs.
Assembling by machine system; including mating vamps, shellacking boxes, wetting, putting in counters and driving tacks at heel by machine,	$0 16
Operating pulling-over machine,	14
Lasting sides by hand,	18
Tacking on insoles by machine and trimming by hand,	04
Tacking on insoles and trimming by machine,	03¾

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On February 8, 1912, the following decisions were rendered: —

In the matter of the joint applications for arbitration of a controversy between W. L. Douglas Shoe Company, shoe manufacturer, and edgemakers in its Factory No. 2 at Brockton. (120, 121)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by W. L. Douglas Shoe Company in Factory No. 2 at Brockton for edgetrimming and edgesetting (two settings, no brushing), as the work is there performed.

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company of Brockton and employees in the lasting department of its Factory No. 3. (146)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the

subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by W. L. Douglas Shoe Company to employees in said department of Factory No. 3 at Brockton for work as there performed upon shoes sold to the trade at $2.25 per pair or less: —

	Per 12 Pairs.
Operating Consolidated Hand-method machine: —	
Dull goods,	$0 19½
Colored,	22½
Cordovan,	22½
Enamel,	22½
Patent,	25½
Pulling up counters,	03
Pounding heelseats,	02½

In the matter of the joint application for arbitration of a controversy between W. L. Douglas Shoe Company, shoe manufacturer, and edgesetters in its Factory No. 3 at Brockton. (122)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $0.40 per 24 pairs be paid by W. L. Douglas Shoe Company in Factory No. 3 at Brockton for setting edges twice on shoes sold to the trade for $2.25 per pair or less, as the work is there performed.

In the matter of the joint applications for arbitration of a controversy between W. L. Douglas Shoe Company, shoe manufacturer, and edgemakers in its Factory No. 3 at Brockton. (166, 167)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by W. L. Douglas Shoe Company in Factory No. 3 at Brockton for edgetrimming and edgesetting (one setting), as the work is there performed.

By the Board.

BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY COMPANY — BROCKTON.

The following decision was rendered on February 13, 1912: —

In the matter of the joint applications for arbitration of a controversy between T. D. Barry Company, shoe manufacturer, and heel and edge brushers in Factories Nos. 1 and 2 at Brockton. (153, 154)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that $1.75 per day be paid by T. D. Barry Company in Factories Nos. 1 and 2 at Brockton for brushing heels and edges, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

PRESTON B. KEITH SHOE COMPANY — BROCKTON.

On February 13, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Preston B. Keith Shoe Company of Brockton and heel and edge brushers. (155)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $1.75 per day be paid by Preston B. Keith Shoe Company at Brockton for brushing heels and edges, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

C. S. MARSHALL COMPANY — BROCKTON.

On February 13, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between C. S. Marshall Company, shoe manufacturer of Brockton, and heel and edge brushers. (157)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $1.75 per day be paid by C. S. Marshall Company at Brockton for brushing heels and edges, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

WHITMAN & KEITH COMPANY — BROCKTON.

On February 13, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Whitman & Keith Company, shoe manufacturer of Brockton, and heel and edge brushers. (156)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that $1.75 per day be paid by Whitman & Keith Company at Brockton for brushing heels and edges, as the work is there performed.

By the Board,

BERNARD F. SUPPLE, *Secretary.*

T. D. BARRY COMPANY — BROCKTON.

On February 15, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between T. D. Barry Company, shoe manufacturer of Brockton, and employees in the cutting department. (151)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that there be no change in the prices paid by T. D. Barry Company at Brockton for putting up and tying up work in the cutting department, as the work is there performed.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

SEYMOUR & JACKSON CORPORATION — LYNN.

On February 15, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between Seymour & Jackson Corporation, shoe manufacturer of Lynn, and employees in the lasting department. (164)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that ¼ of a cent per pair extra be paid by Seymour & Jackson Corporation at Lynn for lasting shoes on last No. 430, as the work is there performed.

By agreement of the parties this decision shall take effect as of date of November 20, 1911.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

A. M. CREIGHTON — LYNN.

On February 15, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between A. M. Creighton, shoe manufacturer of Lynn, and lasters. (168)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by A. M. Creighton at Lynn to said employees for work as there performed: —

	Per Pair Extra.
Pulling-over welt work: —	
No. 30 last, no extra.	
No. 90 last, ...	$0 00¼
Pulling-over McKay work: —	
No. 3 last, no extra.	
No. 9 last, ...	00¼
Operating Ideal machine: —	
No. 30 last, no extra.	
No. 90 last, ...	00½

By agreement of the parties this decision shall take effect as of date of September 11, 1911.

By the Board,
BERNARD F. SUPPLE, *Secretary.*

The lasters refused to abide by the decision, but after a few days they returned to work, and on February 26 forwarded a 60-day notice to the Board.

LEWIS A. CROSSETT, INC. — ABINGTON.

On February 15, 1912, the following decision was rendered: —

In the matter of the joint applications for arbitration of controversies between Lewis A. Crossett, Inc., shoe manufacturer of Abington, and assemblers. (131, 132, 133)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by Lewis A. Crossett, Inc., to said employees at Abington, for work as there performed: —

	Per 12 Pairs.		
	Factory No. 1.	Factory No. 2.	Factory No. 3.
Assembling by machine (including mating vamps, shellacking boxes, wetting in lots, putting in counters and driving tacks by machine), . . .	$0 16	$0 15	$0 14
Assembling by hand: —			
Dull leather, ...	18	17	16
Colored, patent and enamel, . .	21	20	19

By the Board,
BERNARD F. SUPPLE, *Secretary.*

M. A. PACKARD COMPANY, GEORGE H. SNOW COMPANY, PRESTON B. KEITH SHOE COMPANY, WHITMAN & KEITH COMPANY, J. M. O'DONNELL & CO., C. S. MARSHALL COMPANY, T. D. BARRY COMPANY, CHURCHILL & ALDEN COMPANY, HOWARD & FOSTER COMPANY, C. A. EATON COMPANY, E. E. TAYLOR COMPANY — BROCKTON.

On February 20, 1912, the following decision was rendered: —

In the matter of the joint applications for arbitration of controversies between M. A. Packard Company, George H. Snow Company, Preston B. Keith Shoe Company, Whitman & Keith Company, J. M. O'Donnell & Co., C. S. Marshall Company, T. D. Barry Company, Churchill & Alden Company, Howard & Foster Company, C. A. Eaton Company and E. E. Taylor Company, shoe manufacturers, and skivers in their employ at Brockton. (134–144)

Having considered said applications and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversies, and considered reports of expert assistants nominated by the parties, the Board awards that $2.75 per day of 9 hours be paid by said employers at Brockton for skiving vamps and tops; and that there be no change in the prices paid for skiving outside trimmings, tips and outside backstays, foxings, leather linings, inside trimmings and tongues and toe butts, as the work is there performed.

By the Board,

Bernard F. Supple, *Secretary.*

E. T. WRIGHT & CO., INC. — ROCKLAND.

On February 27, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between E. T. Wright & Co., Inc., shoe manufacturer, and employees in the vamping department at Rockland. (161)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the

work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices be paid by E. T. Wright & Co., Inc., to employees in said department at Rockland for work as there performed: —

SINGLE-NEEDLE VAMPING.

	Per 12 Pairs.
Blucher: —	
Two space rows and bar,	$0 28
Two space rows, no bar,	25
Brogan,	25
English,	28
Circular-seam Oxford,	24
Circular-seam button shoe,	24
Bal or button, two space rows: —	
Dull,	30
Patent,	30
Red-tagged or blue-tagged, extra (by agreement),	05
Extra row, Blucher,	08
Third row, bal or button: —	
Dull,	07
Patent,	08
Seamless Blucher, two space rows,	48
Bal or button, space rows, dull or patent, one offset,	33
Bal or button, space rows, dull or patent, two offsets,	36

By the Board,
BERNARD F. SUPPLE, *Secretary.*

W. & V. O. KIMBALL COMPANY — HAVERHILL.

On March 19, 1912, the following decision was rendered: —

In the matter of the joint application for arbitration of a controversy between W. & V. O. Kimball Company, shoe manufacturer, and employees in the finishing department at Haverhill. (171)

Having considered said application and heard the parties by their duly authorized representatives, investigated the character of the work and the conditions under which it is performed, which is the subject-matter of the controversy, and considered reports of expert

assistants nominated by the parties, the Board awards that the following prices be paid by W. & V. O. Kimball Company at Haverhill, for work as there performed: —

	Per 12 Pairs.
Burnishing (slugs not cleaned): —	
All two colors,	$0 05½
Fancy cuts and big curve, no extra.	
Black bottoms,	04½
Black shanks and top-lifts,	03½
Black top-lifts,	01¾
Putting on stripes, mottled bottoms, and striping around edge,	03
Buffing,	06½

By the Board,
BERNARD F. SUPPLE, *Secretary.*

The foregoing report is respectfully submitted.

WILLARD HOWLAND,
RICHARD P. BARRY,
CHARLES G. WOOD,
State Board of Conciliation and Arbitration.

MARCH 29, 1912.

LAW

STATE BOARD OF CONCILIATION AND ARBITRATION.

Chapter 263 of the Acts of 1886, approved June 2, entitled "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," was amended by St. 1887, 269; St. 1888, 261; and St. 1890, 385. Chapter 382 of the Acts of 1892 relates to the duties of expert assistants. A consolidation and revision of statutes went into effect December 31, 1901.

Chapter 106, Revised Laws (amended by St. 1902, 446, and by St. 1904, 313 and 399), providing for the adjustment of labor controversies, etc., was re-enacted in St. 1909, 514, entitled "An Act to codify the laws relating to labor," which went into effect October 1, 1909.

The codified law contains the following provisions: —

STATE BOARD OF CONCILIATION AND ARBITRATION.

SECTION 10. There shall be a state board of conciliation and arbitration consisting of three persons, one of whom shall, annually, in June, be appointed by the governor, with the advice and consent of the council, for a term of three years from the first day of July following. One member of said board shall be an employer, or shall be selected from an association representing employers of labor, one shall be selected from a labor organization and shall not be an employer of labor and the third shall be appointed upon the recommendation of the other two, or if the two appointed members do not, at least thirty days prior to the expiration of a term, or within thirty days after the happening of a vacancy, agree upon the third member, he shall then be appointed by the governor. Each member shall, before entering upon the duties of his office be sworn to the faithful performance thereof, and shall receive a salary at the rate

of two thousand five hundred dollars a year and his necessary travelling expenses and other expenses, which shall be paid by the commonwealth. The board shall choose from its members a chairman, and may appoint, and may remove, a secretary of the board and may allow him a salary of not more than fifteen hundred dollars a year. The board shall, from time to time, establish such rules of procedure as shall be approved by the governor and council, and shall, annually, on or before the first day of February make a report to the general court.

Duties and Powers.

Section 11. If it appears to the mayor of a city or to the selectmen of a town that a strike or lock-out described in this section is seriously threatened or actually occurs, he or they shall at once give notice to the state board; and such notice may be given by the employer or by the employees concerned in the strike or lock-out. If, when the state board has knowledge that a strike or lock-out, which involves an employer and his present or former employees, is seriously threatened or has actually occurred, such employer, at that time, is employing, or upon the occurrence of the strike or lock-out, was employing, not less than twenty-five persons in the same general line of business in any city or town in the commonwealth, the state board shall, as soon as may be, communicate with such employer and employees and endeavor by mediation to obtain an amicable settlement or endeavor to persuade them, if a strike or lock-out has not actually occurred or is not then continuing, to submit the controversy to a local board of conciliation and arbitration or to the state board. Said state board shall investigate the cause of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause and assigning such responsibility or blame. Said board shall, upon the request of the governor, investigate and report upon a controversy if in his opinion it seriously affects, or threatens seriously to affect, the public welfare. The board shall have the same powers for the foregoing purposes as are given to it by the provisions of the four following sections.

Section 12. If a controversy which does not involve questions which may be the subject of an action at law or suit in equity exists

between an employer, whether an individual, a partnership or corporation employing not less than twenty-five persons in the same general line of business, and his employees, the board shall, upon application as hereinafter provided, and as soon as practicable, visit the place where the controversy exists and make careful inquiry into its cause, and may, with the consent of the governor, conduct such inquiry beyond the limits of the commonwealth. The board shall hear all persons interested who come before it, advise the respective parties what ought to be done or submitted to by either or both to adjust said controversy, and make a written decision thereof which shall at once be made public, shall be open to public inspection and shall be recorded by the secretary of said board. A short statement thereof may, in the discretion of the board, be published in the annual report, and the board shall cause a copy thereof to be filed with the clerk of the city or town in which said business is carried on. Said decision shall, for six months, be binding upon the parties who join in said application, or until the expiration of sixty days after either party has given notice in writing to the other party and to the board of his intention not to be bound thereby. Such notice may be given to said employees by posting it in three conspicuous places in the shop or factory where they work.

Section 13. Said application shall be signed by the employer or by a majority of his employees in the department of the business in which the controversy exists, or by their duly authorized agent, or by both parties, and if signed by an agent claiming to represent a majority of the employees, the board shall satisfy itself that he is duly authorized so to do; but the names of the employees giving the authority shall be kept secret. The application shall contain a concise statement of the existing controversy and a promise to continue in business or at work without any lock-out or strike until the decision of the board, if made within three weeks after the date of filing the application. The secretary of the board shall forthwith, after such filing, cause public notice to be given of the time and place for a hearing on the application, unless both parties join in the application and present therewith a written request that no public notice be given. If such request is made, notice of the hearings shall be given to the parties in such manner as the board may order, and the board may give public notice thereof notwithstanding such request. If the petitioner or petitioners fail to perform the

promise made in the application, the board shall proceed no further thereon without the written consent of the adverse party.

SECTION 14. In all controversies between an employer and his employees in which application is made under the provisions of the preceding section, each party may, in writing, nominate fit persons to act in the case as expert assistants to the board and the board may appoint one from among the persons so nominated by each party. Said experts shall be skilled in and conversant with the business or trade concerning which the controversy exists, they shall be sworn by a member of the board to the faithful performance of their official duties and a record of their oath shall be made in the case. Said experts shall, if required, attend the sessions of the board, and shall, under direction of the board, obtain and report information concerning the wages paid and the methods and grades of work prevailing in establishments within the commonwealth similar to that in which the controversy exists, and they may submit to the board at any time before a final decision any facts, advice, arguments or suggestions which they may consider applicable to the case. No decision of said board shall be announced in a case in which said experts have acted without notice to them of a time and place for a final conference on the matters included in the proposed decision. Such experts shall receive from the commonwealth seven dollars each for every day of actual service and their necessary travelling expenses. The board may appoint such additional experts as it considers necessary, who shall be qualified in like manner and, under the direction of the board, shall perform like duties and be paid the same fees as the experts who are nominated by the parties.

SECTION 15. The board may summon as witnesses any operative and any person who keeps the record of wages earned in the department of business in which the controversy exists and may examine them upon oath and require the production of books which contain the record of wages paid. Summonses may be signed and oaths administered by any member of the board. Witnesses summoned by the board shall be allowed fifty cents for each attendance, and also twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way between their respective places of employment or business and the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance and the amount due him shall be paid forthwith by the board, for which purpose

the board may have money advanced to it from the treasury of the commonwealth as provided in section thirty-five of chapter six of the Revised Laws as amended by section one of chapter three hundred and sixty-nine of the acts of the year nineteen hundred and five.

[*Local Boards.*]

Section 16. The parties to any controversy described in section thirteen of this act may submit such controversy in writing to a local board of conciliation and arbitration which may either be mutually agreed upon or may be composed of three arbitrators, one of whom may be designated by the employer, one by the employees or their duly authorized agent and the third, who shall be chairman, by the other two. Such board shall have and exercise, relative to the matters referred to it, all the powers of the state board, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. Such board shall have exclusive jurisdiction of the controversy submitted to it, but it may ask the advice and assistance of the state board. The decision of such board shall be rendered within ten days after the close of any hearing held by it; and shall forthwith be filed with the clerk of the city or town in which the controversy arose, and a copy thereof shall be forwarded by said clerk to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy submitted to them arose, with the approval in writing of the mayor of such city or of the selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten dollars for any one arbitration.

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